

R E P O R T S

OF THE

COMMISSIONERS

ON THE

Woods, Forests, and Land Revenues of

THE CROWN:

1787—1793.

A

GENERAL SUBJECTS OF

The SEVENTEEN REPORTS from the Commissioners appointed to enquire into the State and Condition of the Woods, Forests, and Land Revenues of THE CROWN, and to sell or alienate Fee Farm and other Unimproveable Rents: 1787—1793.

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C R O W N ,
A N D T O S E L L O R A L I E N A T E
F e e F a r m a n d o t h e r U n i m p r o v e a b l e R E N T S .

Dated 25th JANUARY 1787.

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THE UNIVERSITY OF CHICAGO

THE DIVISION OF THE PHYSICAL SCIENCES

DEPARTMENT OF CHEMISTRY

1155 EAST 58TH STREET

CHICAGO, ILLINOIS 60637

TEL: 773-936-5511

FAX: 773-936-5511

WWW: WWW.CHEM.UCHICAGO.EDU

WWW: WWW.DIVPHYSICALSCIENCES.UCHICAGO.EDU

WWW: WWW.DIVPHYSICALSCIENCES.UCHICAGO.EDU

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To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled,

THE FIRST REPORT of the Com-
miſſioners appointed to enquire into the
State and Condition of the WOODS,
FORESTS, and LAND REVE-
NUES of the CROWN, and to ſell
or alienate Fee Farm and other Unimprove-
able RENTS.

AS ſoon as the Houſe in Scotland Yard, formerly occupied by the Sur-
veyor General of the Board of Works, was repaired, and made conve-
nient as an Office, for entering on the Execution of the Powers veſted in us,
by an Act, paſſed towards the End of the laſt Seſſion of Parliament, we took
and ſubſcribed the Oath directed to be taken by the ſaid Act, and imme-
diately proceeded to conſider in what Manner we might beſt diſcharge the Truſt
repoſed in us.

The General Powers and Directions of the Act being to examine and enquire
into the State, Management, Produce, and Expenditure, of the ſeveral component
Parts of the Landed Poſſeſſions and Landed Revenues of the Crown, and theſe

Possessions and Revenues naturally falling under and composing Three distinct Branches, we resolved, for the Sake of Regularity and Perspicuity, so to regulate our Proceedings and Reports thereon, as to keep the Examination and Enquiry separate and distinct on each Branch: That is to say,

First, On the Landed Possessions of the Crown granted by Lease.

Secondly, On the Woods, Forests, Parks, and Chaces.

Thirdly, On the Fee Farm and other Unimprovable Rents, Part of which are given in Charge from the Auditors of the Land Revenue, to be collected by the respective Receivers, in the several Divisions of the Counties in England and Wales; and the Residue are given in Charge Yearly, to the Sheriffs of the several Counties, Cities, and Towns, under the Description of Viscountial Rents, with other small Branches of Revenue, by Process issued from the Office of the Pipe: This Third Branch is therefore composed of Two Divisions of Rents, differently collected, although in their Nature analogous.

The Novelty of the Examination and Enquiry into and concerning such dispersed Possessions, which had not been collectively under the immediate Management of any special Board, would have left us much at a Loss where to begin, or how to fulfil the Injunction of the Act, by making this Report within the Time limited, had not the previous Investigations of Two Members of this Commission, in the Years 1782 and 1783, under the Authority and Direction of the Lords Commissioners of His Majesty's Treasury enabled us to enter immediately on the Execution of our Commission, by adopting the Documents which they had collected and methodized on the several Objects to which they had pointed their Enquiries.

Thus assisted, we issued our Precept to George Augustus Selwyn, Esquire, Surveyor General of the Crown Lands, to furnish us with Materials to continue the annexed Schedule (which had been first compiled in the Year 1782) down to 25th Day of October last, in the same Form and Manner in which it had been digested under the former Enquiry.

This Schedule, which may be regarded as the principal Subject of our First Report, contains a concise Description of all the Landed Possessions and Revenues of the Crown, in England and Wales, so far as appears to the Surveyor General, which are held by Leases or Grants, for the Remainder of long

Terms granted prior to the passing of the Civil List Act of 1st Year of her late Majesty Queen Anne, and not yet expired; or under Leases granted since that Period, for Terms not exceeding Thirty-one Years, or Three Lives; excepting in Cases of Messuages and Tenements, which are allowed to be granted for the Term of Fifty Years, or Three Lives, conformably to the Limitations of the said Act.

To render this Schedule or Abstract as intelligible as it is comprehensive, the Substance is classed and arranged in Columns, under distinct Heads. The First gives the Counties in Alphabetical Order, with a brief Description of the Lands, Houses, or other Hereditaments, demised in each County;—then follow the Lessees Names—the Dates of the last Leases—the Terms thereby granted, and Periods of Expiration—the Value of the Premises, by the latest Survey or Estimate, according to the Surveyor General's Reports—the Fines received on Renewal—the old Rents formerly reserved—the increased and new Rents surcharged, and to take Place when the old ones determine—and, lastly, some Observations applicable to the Matters contained in the respective Leases. It is however suggested by the Surveyor General, in the Observations at the Beginning of the Schedule delivered by him, that besides the Landed Estates therein concisely described, he has Reason to believe there are others not entered in the Records of his Office, which were granted by the Crown for long Terms, prior to the Accession of her late Majesty Queen Anne. These Estates, although they have been long out of View, will of course revert to the Crown at the Expiration of the respective Terms for which they were granted; but as the Particulars of such Grants could not be stated by the Surveyor General, we shall cause strict Search to be made in the Offices where we conceive the same to be enrolled, and use our utmost Diligence to obtain authentic Information thereof.

We shall forbear to make any further Remarks on the present State of the Crown Lands, until we have made our Report on the Management and Produce thereof; and we propose to observe the same Rule in the Reports which we are preparing on the other Two Branches, meaning thereby, first to give a simple Statement of the several Objects as they now are, and to confine each Report, which we shall make from Time to Time, as Materials can be collected, to One Branch only. By this Mode of proceeding we humbly conceive we shall be discharging our Duty to His Majesty and the Public in the most expeditious Manner, because our Examinations and Enquiries on One Branch will not be

B

delayed

delayed till the others are finished: And the several Reports, with our final Opinion relative to each Department, may ultimately be made up and connected together, in the progressive Order pointed out by the Act.

	CHA ^s MIDDLETON,	(L. S.)
Land Revenue Office,	JOHN CALL,	(L. S.)
Scotland Yard,	ARTHUR HOLDSWORTH,	(L. S.)
January 25, 1787.		

AN ABSTRACT

AN ABSTRACT of the SCHEDULE referred to in the foregoing Report of the Commissioners of the Land Revenue, shewing the Amount of the Annual Value of the Estates held by Lease from the Crown in each County; and also the Amount of the Rents reserved on the subsisting Leases thereof, and of the Increased Rents, and New Rents, reserved on reversionary Leases, to take Place at different Periods, on the Determination of former Terms.

COUNTIES.	Annual Value of Estates in Lease.	Old Rents.	Increased and new Rents commencing at diff ^t Periods.
Anglesey — —	173 17 2	18 16 4	37 3 10
Bedfordshire — —	538 10 11	28 6 11	60 13 4
Berkshire — —	1,418 19 —	213 18 3	108 9 7
Buckinghamshire — —	789 11 —	85 12 7	22 6 3
Brecon — — —	563 15 1	216 7 4	
Cumberland — —	296 4 8½	114 1 —½	
Carnarvonshire — —	Uncertain.	4 13 4	16 13 9½
Cheshire — — —	936 7 2½	247 8 5	7 10 —
Carmarthenshire — —	32 2 11	32 1 6	
Cardiganshire — —	74 3 5	60 3 8	
Corwall — — —	900 15 3	120 13 4	7 8 7
Cambridgeshire — —	517 2 3½	106 8 4½	
Dorsetshire — — —	519 5 —	53 11 4	
Denbighshire — —	394 3 8	43 — 4	59 18 8
Devonshire — — —	573 10 1½	212 1 7	
Durham — — —	577 — —	69 — —	66 1 3
Carried forward — £.	8,305 7 4½	1,624 4 4	386 5 3½

COUNTIES.				Annual Value of Rates in Livre.	Old Rents.	Increased and new Rents commencing at diff. Periods.
Bro' forward —				8,305 7 4½	1,624 4 4	326 5 3½
Derbyshire	—	—	—	719 7 2	13 13 4	46 1 6
Essex	—	—	—	2,897 5 4½	225 2 7½	107 10 10½
Flintshire	—	—	—	Uncertain.	Uncertain.	3 — —
Gloucestershire	—	—	—	271 17 1½	78 — —	— — —
Herefordshire	—	—	—	12 3 4	3 18 —	— — —
Hertfordshire	—	—	—	361 15 10½	273 5 10½	— — —
Huntingdonshire	—	—	—	498 12 8	7 17 9	61 16 4
Islands	{	Scilly	—	300 — —	40 — —	— — —
	{	Alderney	—	116 16 7½	— 13 —	— — —
	{	Man	—	3 2 8	2 13 4	— — —
Kent	—	—	—	5,178 12 10½	500 18 1	378 4 2
Leicestershire	—	—	—	Uncertain.	6 15 6	— — —
Lincolnshire	—	—	—	3,574 12 6½	352 10 —½	353 2 3
Lancashire	—	—	—	426 13 4½	110 6 —	2 10 —
Monmouthshire	—	—	—	75 10 4½	32 15 7	— — —
Merionethshire	—	—	—	Uncertain.	2 13 4	— — —
Middlesex	—	—	—	61,024 11 12½	4,709 8 7	4,088 8 2½
Nottinghamshire	—	—	—	582 15 8½	154 1 5½	8 18 —
Northumberland	—	—	—	247 11 10	36 15 6	16 5 —
Norfolk	—	—	—	1,044 12 5	158 — 4½	62 11 —
Northamptonshire	—	—	—	516 10 —½	173 18 9	4 — —
Carried forward — £.				86,763 19 3½	8,507 11 5½	5,518 12 7½

COUNTIES.			Annual Value of Estates in Leaf.	Old Rent.	Increased and new Rents, commencing at diff. Periods.
	Best forward	—	86,763 19 3½	8,507 11 5½	5,518 12 7½
Oxfordshire	—	—	460 4 6	140 8 —	
Pembrokeshire	—	—	11 6 8	11 6 8	5 — —
Radnorshire	—	—	81 — —	28 9 5	— 10 —
Suffex	—	—	152 10 4	40 14 6	29 18 4
Suffolk	—	—	395 — —	88 14 —	
Shropshire	—	—	38 12 —	38 5 4	
Somersetshire	—	—	50 — —	11 15 —	14 2 —
Staffordshire	—	—	— — —	1 — —	
Southampton	—	—	674 3 4	183 1 1½	
Surrey	—	—	6,969 18 2½	639 6 9½	189 10 —½
Warwickshire	—	—	727 19 10½	156 — 3½	25 — —
Wiltshire	—	—	529 8 —	108 19 4	
Westmorland	—	—	379 2 4½	1 10 —	
Worcestershire	—	—	450 18 10½	76 3 4	
Yorkshire	—	—	4,942 4 7½	530 6 10	438 7 2½
£.			101,616 14 1½	10,563 12 1	6,221 — 2½
besides Mines and other Property, of uncertain Yearly Value.					

A
S C H E D U L E

OF ALL THE

Manors, Messuages, Lands, Tenements, and Hereditaments,

HELD BY LEASE FROM THE CROWN,

AS FAR AS THE SAME APPEAR TO THE SURVEYOR GENERAL OF HIS MAJESTY'S
LAND REVENUE;

With an ACCOUNT of the last LEASE of each particular ESTATE,

SHewing

The Names of the Lessees; the Dates of the Leases; the Terms thereby granted,
and Expiration thereof; the Yearly Value of each Estate, by the latest Survey
or Estimate; the Fines paid for such Leases; and the Old Rents, Increased
Rents, and New Rents, reserved to the Crown thereupon:

Made out in pursuance of a Precept from the Commissioners of the LAND REVENUE, directed
to GEORGE AUGUSTUS SELWYN, Esquire, His Majesty's Surveyor General,
dated the 6th Day of SEPTEMBER 1786.

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Buckinghamshire —	2	Herefordshire —	11	Radnorshire —	47
Brecon —	— 3	Hertfordshire —	11	Suffex —	— 48
Cumberland —	3	Huntingdonshire —	11	Suffolk —	— 48
Carnarvonshire —	3	Islands —	11 to 12	Shropshire —	48 to 49
Cheshire —	— 4	Kent —	— 12 to 13	Somersetshire —	49
Carmarthenshire —	5	Leicestershire —	14	Staffordshire —	49
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O B S E R V A T I O N S.

THOUGH this Schedule, as the Title expresses, contains an Account of all Estates held by Lease from the Crown, so far as appears to the Surveyor General, yet many Grants having been made prior to the passing of the Civil List Act of the 1st of Queen Anne, without any previous Reference to the Surveyor General, and which therefore do not appear in his Office, there is Reason to believe that there may be other Estates held by Lease from the Crown, besides those which are comprised in this Schedule. Grants of this Nature have, from Time to Time, been discovered; and it is presumed that others are existing, and may be found, on searching the proper Offices of Inrolment; but such Searches require Time, and are attended with considerable Expence.

The Descriptions of the Estates are necessarily given, in this Schedule, in very general Terms, in order to confine it within moderate Limits; but the Documents from which this Account is extracted contain ampler Descriptions of the Particulars of the Estates; and actual Surveys and Plans of many of them are existing in the Surveyor General's Possession.

The "Yearly Value," expressed in the Column bearing that Title, is the Value appearing in the Surveyor General's Books at the Time of the latest Grant or Renewal of the respective Leases; but many of those Valuations having been made at remote Periods, the Sums there expressed are not to be considered, in all Instances, as the present Yearly Value of such Estates, which can only be ascertained by a fresh Survey, or other minute Investigation.

The Column intitled, "Increased Rents and New Rents," contains all such Increased and New Rents as have been reserved on Leases granted since the Month of June 1769, when Directions were sent from the Treasury to the Surveyor General, for increasing the Reserved Rents, in certain Proportions therein mentioned: These New Rents are placed in a separate Column, for the Sake of Distinction, that it may be seen how much the Annual Income has been raised by that Measure.

The Time of Commencement of each Increased or New Rent is expressed in the last Column, respecting which it is to be observed, that where a Rent is increased, or a new Rent reserved, in lieu of a former Rent, the old Rent is to be paid until the Commencement of the new one, but is then to cease and determine; and that where Two new Rents are reserved, to commence at different Periods in Succession, the old Rent is to cease when the First of the new Rents takes Place; and that new Rent is in like Manner to cease on the Commencement of the larger or reverfionary Rent.

STATE	Name of Lessee	Date of last Lease	Term granted	Expiration	Yearly Taking of each Acre	Rate paid for last Acre	Oil Rents	Amount of Taxes and Rent R. m.	Comments and Continuance of New Rents
BREKESHIRE									
Two Farms and a King's Maner	Robert Hicks, Esq.	15 Novemb ^r 1771	80 Y ^r from 30 Jan ^y 1785	30 Jan ^y 1865	57 17 6	200 —	{ 4 17 6 3 4 6 — 10 —		
The Farm and a Piece of Woodland, called Bedlam, and of several other Farms, Part of the Maner of Crickham and Brix	Jane Widdowson, Widow	16 April 1767	20 Y ^r from 30 May 1768	30 Nov ^r 1787	3 — —	—	— 16 —		
A Piece of Unimproved Estate near Windlesore	Sydney Lee, Esq.	27 Jan ^y 1695	60 Y ^r from the Date	7 Feb ^y 1756, N. S.	—	—	— 3 6		This Grant has been for 9999 Years in the Petition of the Crown.
The Several the Maner of Shaw, and divers Parcels of Land, in New and Old Wootton	William Aldworth, Esq.	25 May 1659	99 Y ^r from the Date	6 Jan ^y 1758	257 14 —	—	{ — 7 —		
Also a Tenement and 12 called Frogmore Farm, and a Capital Messuage, called Great Frogmore, near Wootton (Part of which this estate have lately been devised to S. Walker, Esq., and since to Mr. Asa Egerton, as under)	The same	by the same Lease	D ^r — —	D ^r — —	107 — —	1,107 — —	{ — 5 —		
The Site of the Maner of Old and New Wootton	Peayson Park P ^r ov. Esq.	20 Feb ^y 1784	35 Y ^r from 8 July 1798	8 July 1833	50 — —	150 — —	— 6 8	6 27 6	from 8 July 1798.
(also a Farm in Eton, called Mallin's. Vide Backs.)									
Divers Parcels of Land in Datchet Mead, and other Places near Wootton	William Smith, Esq.	26 May 1659	99 Y ^r from the Date	6 Jan ^y 1758	11 — —	130 — —	— 2 6		
A Capital Messuage, called Great Frogmore, with the Offices, Garden, and Pasture Ground, therein belonging	Asa Egerton, Esq.	14 Aug ^t 1786	14 Y ^r from 5 Feb ^y 1811	5 Aug ^t 1835	165 5 —	260 — —	—	{ 4 3 3 20 15 2 — 6 6	{ 11 6 June 1798 from that Time 11 6 June 1795 from that Time
Several Parcels of inclosed Lands near therein	The same	by the same Lease	14 Y ^r from 5 Feb ^y 1811	5 Aug ^t 1835	68 18 4	Nil	12 6 8 68 4 3 66 15 2		
The Hundreds of Painsford, and Neighbouring	Felwar Lord Craven	19 April 1759	31 Years from the Date	19 April 1790	12 6 8	—	—		
Esq.									
The Manor of Cookham, and the Manor of Bray	James Lord Brudenell	20 Feb ^y 1784	12 Y ^r from 23 Nov ^r 1801	23 May 1814	173 13 9	—	—		
BUCKINGHAMSHIRE.									
Divers Parcels of Woods and Woodlands, with the Manor of Burnham, all now converted into Arable Lands	Edmund Waller, Esq.	7 May 1770	24 Y ^r from 5 Ap ^r 1774	10 Oct ^r 1800	30 — —	195 — —	6 — —		
A Messuage and Lands, called Sedech's Farm, in the Parish of Eton	Anne Battie, Spinster	28 Sep ^r 1778	12 Y ^r from 22 Jan ^y 1797	22 Jan ^y 1809	120 10 —	190 — —	7 10 8	15 1 3	from 22 June 1797.
A Parcel of Meadow in a Close, called The Wood, in Eton Parish	John Bates, and Jane his Wife	14 Nov ^r 1761	30 Y ^r from 31 May 1764	31 May 1794	18 6 —	150 — —	3 6 —		
A Messuage called The Christopher, situate in Eton, and divers Parcels of Land therein	Prosser and Fellows of Eton College	14 May 1759	3 Y ^r from 19 Aug ^t 1775	19 Aug ^t 1808	50 — —	200 — —	4 5 —		
A Close called Park Close, in Eton (upon which sundry Tenements and Shops are erected) and a Parcel of Land in Southfields, in Eton	Elizabeth Slater, Widow	6 April 1757	46 Y ^r from 21 Jan ^y 1756	21 Jan ^y 1802	184 10 —	320 — —	{ — 4 6 12 — —		
A Piece of Land, called The King's Stable Yard, in Eton, with several Tenements erected thereon	George Beyer	31 Aug ^t 1757	50 Y ^r from the Date	31 Aug ^t 1807	10 — —	20 — —	3 — —		
Trikes of Corn and Hay, in the Manor and Parish of Dinton	Matthew Raper, Esq.	21 June 1773	18 Y ^r from 10 Oct ^r 1785	10 Oct ^r 1803	25 — —	80 — —	5 — —		
Mallin's Farm, in the Manor of Eton (with the Site of the Manor of Old and New Windlesore. Vide Backs.)	Peayson Park P ^r ov. Esq.	20 Feb ^y 1784	16 Y ^r from 8 July 1798	8 July 1814	50 — —	150 — —	— 8 4	6 5 —	from 8 July 1798.
A small Close in Eton, with Three odd Cottages thereon, late Part of Mallin's Farm aforesaid	Joseph Goodall, Esq.	26 Nov ^r 1785	21 Y ^r from 8 July 1814	8 July 1835	2 5 —	—	—	1 — —	from 8 July 1814.
The Site of the late Monastery of Burnham, and divers Lands therein belonging	Edw ^d Lord Vill ^r Vill ^r	1 June 1692	99 Y ^r from Mich ^t 1705	10 Oct ^r 1804	200 — —	—	11 18 1		
The Celluloy of the Three Hundreds of Newport, called Dunsford Messuage, and Seple-Corn Woodhouse, situated in the Parish of Chipping Wycombe	George Wright, Esq.	27 June 1766	31 Y ^r from the Date	28 June 1797	—	—	—		
	SLAN FLOY, Widow	20 Nov ^r 1745	23 Y ^r from 9 Oct ^r 1748	9 Oct ^r 1771	—	—	—		

1787-]

Woods, Forests, and Land Revenues of the Crown.

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ESTATES.

BRECON.
Seven Mills within the Lordship of Brecon, the Lyevalow of Some is the Ford of Diswasnock, and a Fillyary
The Mill and Profit of the Original Seal, and also the Post House in the Counties of Radnor, Brecon, Glamorgan, Pembroke, Carmarthen, and Cardigan
The Appurtenances of the Town of Brecon, Part of the Lordship of Brecon
The Lordship of Mynydd Hys Willems

CUMBERLAND.

The Site of the late Monastery or Priory of Lanercost, with seven Mesuages and Lands thereto belonging
Mines of Lead and Tin within the Lands belonging to the Hon^{ble} Cath^{arine} Widdington and Mary Graham, Spin^{es}, in the Parish of Beuvale

AR Tolls and Tollage in the Counties of Cumberland and Westmorland. (N. B. These Tolls are stated to be Tolls for the Passage of Carriages thro' these Counties, from Ireland or Scotland)

The Manor and Forest of Kesteven, and all Mines and Quarries within the said Manor and Forest

The Forest of Ingelwood, with all Rents, Coates, Royalties, Mines, Quarries, Privileges, and Appurtenances thereto belonging

The Manor of the Seignory of the Castle of Carlisle, with certain Gardens and Lands th^{ere} or near the City of Carlisle

CARNARVONSHIRE.

All Mines of Copper, Lead, Tin, and other Minerals, and all Quarries of Stone, Slate, and Limestone, within the County of Carnarvon

All Mines of Copper, Lead, Tin, and other Minerals, within the Commons called Llewkeid Oymont, in the Parish of Penmorfa

All Mines of Copper, &c., within the Commons in the Parish of Llyfyn
The Profits of Original seal, &c. in Carnarvon, Anglesea, and Merioneth

All Mines of Copper, &c., within the Waters belonging to the Townships of Llanidloes, Llanfyllter, and several others, within the Manor of Sarnol

All Mines of Copper, &c., within the Waters belonging to the Townships of Llanfyllter, Llanfyllid, and several others

All Mines within the Mountain called Cweda, in the Parishes of Bunkersley, Becton, and Llanfyllter

Names of Estates	Date of last Lease	Term granted	Expiration	Yearly Rent	Yearly Rent	Old Rents	Increment Rents and New Rents	Comments and Conditions of New Rents
Penny Williams, Esq ^r	1 June 1749	49 Y ^{rs} from 27 Feb ^r 1747	10 March 1797	73 —	200 —	43 6 8		
Robert Seave	8 June 1756	19½ Y ^{rs} from 27 July 1763	27 Jan ^r 1789	439 19 3	1,400 —	60 4 — 74 —		
Thos ^r Morgan, Esq ^r	5 Feb ^r 1770	31 Y ^{rs} from the Date	5 Feb ^r 1801	20 6 8	—	20 6 8		
John Morgan, Esq ^r	24 Sep ^r 1776	20 Y ^{rs} from 25 Jan ^r 1787	25 Jan ^r 1807	30 9 3	—	28 20 —		
Frederick Earl of Carlisle	10 May 1777	53 Y ^{rs} from 28 Jan ^r 1796	28 Jan ^r 1857	215 7 —	300 —	40 —		
The Hon ^{ble} Cath ^{arine} Widdington and Mary Graham, Spin ^{es}	26 May 1749	31 Y ^{rs} from the Date	6 June 1780	—	—	— 10 — and ½ of the Profits		
Joseph Murgrove	1701	28½ Y ^{rs} from Lady Day 1733	Mich ^r 1761	62 —	—	5 —		
Sir James Lowther, Bart ^r	3 Jan ^r 1765	{ 99 Y ^{rs} , determinable on the death of Sir Jas ^r Lowther, James Lowther, and Chas ^r Stuart }	—	20 17 1½	—	20 17 1½ and ½ of the Profits of the Mines and Quarries.		
The said Sir James Lowther	28 Dec ^r 1767	{ 99 Y ^{rs} , like the said 99 Y ^{rs} , the Bishop of Clogher, and Sir James Lowther, Charles Long Esq ^r }	—	—	—	— 13 4 — and ½ of the Profits of the Mines, and ½ of the Profits of the Mines.		That Estates are now let to the Crown, Sir James Lowther not having been able to recover the Profits claimed from the Duke of Portland. The Crown's right to the said was finally determined at the Summer Assizes for Cumberland, in 1776.
The said Sir James Lowther	28 Dec ^r 1767	For the same Term	—	—	—	— 10 — and ½ of the Profits.		
John Wynne, Esq ^r	25 May 1745	31 Y ^{rs} from the Date	6 June 1776	—	—	— 10 — and ½ of the Profits.		
Aene Robbleton, W ^r	2 June 1784	31 Y ^{rs} from the Date	2 June 1815	—	—	— 6 8 — and ½ of the Profits.		1 6 8 from the Date, and 15 — per Ton for Lead Ore, — 2 — per Ton for Calamine, and ½ of Copper and other Minerals.
Christopher Butler, Esq ^r	24 Nov ^r 1779	31 Y ^{rs} — — —	5 Dec ^r 1770	—	—	— 6 8 and ½ of the Profits.		
The Rev ^d Luttrell Wynne, LL.D.	Vide Angles	— — —	— — —	—	—	— — — and ½ of the Ore.		
William Bodell, Esq ^r	14 July 1757	31 Y ^{rs} — — —	14 July 1788	—	—	— — — and ½ of the Ore.		
Sir Lys ^{ander} Salusbury Corbett, Bart ^r	14 July 1757	31 Y ^{rs} — — —	14 July 1788	—	—	— — — and ½ of the Ore.		
Thos ^r Brown and W ^m Holbidge	4 July 1765	31 Y ^{rs} — — —	4 July 1796	—	—	— 10 — and ½ of the Profits.		

for the Month of 14 7 1½ from the Date.
and 15 — per Ton for Lead Ore,
and 2 — per Ton for Calamine,
and ½ Part of Copper and other Minerals.

ESTATES.	Names of Lessees.	Dates of the Leases.	Terms granted.	Expire.	Yearly Value per Acre of the Leases.	Rents paid for the Leases.	Old Rents.	Successor Rents and New Rents.	Commencement and Continuance of New Rents.
CHESHIRE.									
All Fines upon Alienations and Surrenders within the Manor of Macclesfield, and all Tenants, Rents, Perquisites of Courts, and other Profits therewith derived	Thomas Duke of Leeds	13 July 1776	31 Y ^r from the Date (on Surrender)	13 July 1807	20 — — 6 1 4 18 18 4	— — — Vide Balfour	6 10 4 7 14 6 5 — —		
The Office of Bayliff of the Hundred of Northwich, with the Mises and Profits thereof, And the Franchise or Priory of Ivry, and all Profits and Advantages thereto belonging	Geo. Jam ^s El Cholmondeley	10 Jan ^y 1776	31 Y ^r from 24 June 1775	24 June 1805	The Profits left then the Expenses Rather honorary than profitable	— — —	9 — —		
The Hundred of Northwich, or Office of Bayliff of the said Hundred	Frances Egerton, Wid ^r	— 1733	31 Y ^r from 7 Aug ^t 1731	18 Aug ^t 1764	For each Term as would make up 31 Years	— — —	7 6 8 21 1 — 3 — —		
The Town of Middlewich, and the Farm of the said Town, and the Office of Chamberlain of the said Town, with a Weekly Market there	Geo. Venables Vernon, Esq ^r	1 Dec ^r 1756	For each Term as would make up 31 Years	1 Decem ^r 1787	not more than the Rent	— — —	21 1 — 3 — —		
The Manor of Harebridge, near the City of Chester, and all Lands, Tenements, and Outgoings thereto belonging	Rich ^d Lord Grosvenor	16 Aug ^t 1784	21 Years from 29 Nov ^r 1791	29 Nov ^r 1814	420 8 4	1,800 — —	50 4 6		
The Common Bookhouse of Macclesfield, and all Customs and Profits therein belonging	Dorothy Ward, Widow	16 Septem ^r 1781	24 th Y ^r from 28 Mar. 1791	28 Sept ^r 1815	30 — —	100 — —	2 8 —	3 15 — from 28 Mar. 1791.	
Two Lakes called Hawthorn Moor, and the Fish Pool, in the Forest of Delamere	Philip Egerton, Esq ^r	10 Novem ^r 1777	99 Y ^r , if John, Philip, or W ^m Egerton shall be living	— —	20 Profit	5 — —	10 6 —		
Divers Cottages and Parcels of Land, situated as and contained in the Wakes of the Manor of Macclesfield; all P ^{ar} of Coal with in the said Commons and Wakes; all P ^{ar} of Coals for the Manor of Macclesfield; and all Mines (except Royal Mines) and all Quarries of Lime Stone and Iron Stone within the Wakes of the said Manor	W ^m Earl of Harrington	25 May 1762	26 th Y ^r from 20 May 1766	20 Nov ^r 1792	27 — —	140 — —	2 10 — 5 — — 6 8 — and 1/2 of the Profits		
The Aqueduct, Herbage, and Passage of Delamere Park, and certain Lands therein, called The Old Pale and New Pale	Geo. Jam ^s El Cholmondeley	25 May 1786	7 th Y ^r from 30 Dec ^r 1808	30 June 1816	158 — —	130 — —	41 10 — and 5 — —	for a Period on the Death of every Tenant.	
The Hundred of Wilsall, with the Appurtenances	John Glegg, Esq ^r	8 April 1786	27 Y ^r from 5 April 1789	5 April 1816	1 15 — —	— — —	1 11 8 —		
All the P ^{ar} and P ^{ar} Fines, and Profits of Flats, of Leeds in the County of Cheshire, City of Chester, and County of Flint	The ^{rs} Hoot, Esq ^r	3 Dec ^r 1769	31 Y ^r from the Date	3 Dec ^r 1794	124 1 10 ¹	650 — —	65 23 4		
The Hundred of Edisbury, and all Profits thereto belonging	Earl of Rivers	16 May 1766	99 Y ^r determinable on 3 Lives	— —	The Rent determined the full Value	— — —	7 10 — 2 7 — 3 — —		
The Hundred of Basklaw	Samuel Egerton, Esq ^r	23 Aug ^t 1765	31 Y ^r from the Date	23 Aug ^t 1796	No Profit	— — —	— — —		
The Manor and Borough of Macclesfield, the Royalty of digging Coal, Peat, and Turf, the Profits of Two Fairs yearly, and all Courts belonging to the said Manor, and all Commons and Wakes, and Encroachments thereon	W ^m Earl of Harrington	29 Nov ^r 1765	31 Years	29 Nov ^r 1796	ascertain	— — —	1 — —	and 1/2 of the Profits.	
Divers Messuages and Gardens in the City of Chester, and also divers Annual P ^{ar} P ^{ar} or Free Rents	John Green, Gent.	6 Dec ^r 1776	31 Y ^r from 10 Oct ^r 1771	10 Oct ^r 1805	50 2 —	350 — —	6 5 3		
A Cliff called Southfield, in Handbridge, near the City of Chester	Martha Hiscoke, W ^m	4 March 1784	31 Y ^r from the Date	4 March 1815	20 — —	160 — —	2 — —	3 15 — from the Date.	

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value (at last Survey).	Paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance at New Rents.
CORNWALL continued.									
The Manor of Ryalton and Retraigh, with diverse Mollington, Lands, and Tythes therein; also the Baywick of the Hundred of Perreclure, sh. Piderhure, sh. Pale, and all Courts thereon belonging.	Francis Lord Godolphin — —	28 Feb ^r 1784	24½ Y ^{rs} from 7 Feb ^r 1790	7 Aug ^r 1814	£50 13 4	1,680 — —	120 — —		
All the Mines within the said Manor and Hundred — —	Francis Lord Godolphin — —	28 Jan ^r 1785	31 Y ^{rs} from the Date	28 Jan ^r 1816	As before	—	{ 70 of the Profit of the Tin } — 10 — } and 10 of all the Tin }	from the Date.	
CAMBRIDGESHIRE.									
Exemption of Tythes in Bedford Level, and other Levels, in the Counties of Norfolk, Suffolk, Cambridge, Huntingdon, and Lincoln — —	Henry Earl of Lincoln — —	19 July 1748	31 Years — —	19 July 1779	Uncertain.	—	1/4 of the Profit.		
The Manor of Clare (vide Norfolk)									
The Site of the Mansion House or Palace of Ryalton, and Four Tenements there (certified to consist of only a Quarter of an Acre of Ground, with Five Cottages and a Barn thereon) — —	John Miaschin — —	9 Aug ^r 1753	50 Y ^{rs} from the Date	9 Aug ^r 1803	20 — —	20 — —	— 6 8		
The Office of Feodary or Bayliff of the Manor of Richmond, in the Counties of Cambridge, Suffolk, Hertford, and Essex — —	Thomas Parker, Esq ^r — —	15 March 1766	31 Y ^{rs} from the Date	15 March 1797	34 3 9	200 — —	19 5 4		
The Ground where the old Palace at Newmarket formerly stood, with several Tenements thereon — —	Chas ^r Maquis of Granby, and others — —	17 Nov ^r 1757	To hold a Part of the Premises for 50 Years, from 4 April 1771 And the Remainder for 31½ Y ^{rs} from 2 Sep ^r 1775	4 April 1801	112 — —	150 — —	{ 20 — } — 10 — }	— 3 4 }	
Also a House called Hare Park Lodge, near Newmarket — —				2 March 1807					
The Manor of Burwell, with the Lands, Tythes, and Hereditaments thereon belonging — —	The Rev ^d W ^m Alescock, C ^{ler} — —	28 Feb ^r 1776	16 Y ^{rs} from 27 Feb ^r 1790	27 Feb ^r 1806	360 28 11½	900 — —	74 3 4		
DORSETSHIRE.									
The Third Part of the Demesne Lands of the Parish of Gillingham, consisting of Four Farm Houses, and about two Acres of Land; 9 Portions of Tythes in Bolewell, late Part of the Manors of Sher — —	The Rev ^d Jas ^s Selous, C ^{ler} — —	14 Nov ^r 1774	10 Y ^{rs} from 8 June 1795	8 June 1805	402 10 —	320 — —	32 10 —		
The Demesne Lands within the Manor of Portland, and a Messuage of a Dairy of 1200 per Ton for all Stone raised in the said Lands — —	Marg ^t Sampson, Spin ^{er} — —	25 Oct ^r 1759	30½ Y ^{rs} from 10 Oct ^r 1759	5 July 1790	20 — —	200 — —	— 6 8		
A Tenement and Ground near the Shambles, in the Market Place of the Town of Dorchester — —	John and Rich ^d Tucker, Esq ^{rs} — —	2 April 1773	19 Y ^{rs} from Mich ^l 1784	Mich ^l 1803	96 15 —	300 — —	{ 10 — } — 10 — }		
A Stone Quay, Pier, and Wharf, in the Wake of the Manor of Portland, and Liberty to draw Stone along St. Mary's Road there — —	William Foster, Dutch — —	— 1689	31 Years from the Date	— 1720	Very small.	—	— 1 4		
	John Arnold Wallinger, and W ^m Fletcher, Merch ^{ts} — —	21 July 1773	50 Years — —	21 July 1823	—	—	— 13 4 As 2d per Ton for all Stone drawn as a freehold.		

ESTATES.	Names of Lessees.	Dates of 1st Lessees.	Terms granted.	Expirations.	Yearly Value per Acre Survey.	Price paid for 1st Lessee.	1st Year's Profit.	Subsequent Profits and Net Rents.	Comments and Continuances of New Rents.
DENBIGHSHIRE.									
A Parcel of Land called The Holt Cattle Dock, and Two other Parcels held therewith, in the Lordship of Breckfield and Yele	Thomas Clarke	21 July 1738	30 th Y ^r from 2 Nov ^r 1737	13 May 1768	5 — —	10 — —	— 8 4		
A Tenement and Lands in Kilsman, within the Lordship of Denbigh	Marg ^d and Cuth. Salisbury	28 March 1760	24 Y ^r from 4 July 1766	4 July 1790	26 — —	100 — —	8 — —		
All Mines and Minerals to be found within the Lordship of Denbigh	Sir Lynch Salisbury, Baron, Bart ^r	10 July 1760	25 Y ^r from 23 Febr ^r 1766	23 Febr ^r 1791	— — —	— — —	{ — 13 4 and 1/2 th of the Profit		
All Mines and Profits of Mineral Soil and Pot-ashes in this County and Montgomery	The Rev ^d John Rocker, Clerk	26 Aug ^r 1784	31 Y ^r from 5 April 1783	5 April 1814	{ 219 3 10 reduced by the Rents and other Outgoings to — 135 19 10 }	1,150 — —	{ 11 12 — 19 — — }	59 12 —	from 5 April 1785.
Certain Buildings under or near the Town Hall, in the Town of Wrexham	Sir Lynch Salisbury, Baron, Bart ^r	2 July 1763	30 Y ^r from 5 Sept ^r 1756	5 Sept ^r 1806	8 — —	— — —	{ 4 — — — 6 8 }	— 6 8	
All Mines within the Walsley in the Hundred of Bilsdale	Margaret Waring	26 Jan ^r 1771	27 th Y ^r from 25 Febr ^r 1771	25 Aug ^r 1798	(Uncertain)	— — —	{ and 1/2 th of clear Profit	and 1/2 th of the Ore	
DEVONSHIRE.									
A Piece of Ground situate at a Place called The Canbrous, near the South Gate of the City of Exeter	L ^d Coll W ^m Newton	1 Jan ^r 1767	31 Years from the Date	1 Jan ^r 1798	5 — —	— — —	2 10 —		
Divers Parcels of Open and Sandy Land near Plymou, called Tothill Bay	Henry Greenhill, & al.	19 Febr ^r 1694	60 Years —	2 March 1755	{ of no Value at the Time of the Grant }	— — —	1/2 th of the clear	Yearly Profits	
The Manor of West Ashford, with the Appurtenances	Lord Villers	5 June 1692	{ for 99 Y ^r after 25 Years from 25 Nov ^r , as Char ^r . }	9 Dec ^r 1794	222 — —	— — —	11 18 3		
The Park and Chase of Exeter, with the Courts, Ropelins, Lands, and Households therein belonging	Sir Thos ^s Dyke Acland, B ^t	4 March 1784	10 Y ^r from 1 Aug ^r 1804	1 Aug ^r 1814	296 10 11	510 — —	46 13 4		
A Parcel of Land called Elmore, in the Parish of Tiverton	The Mayor and Burgesses of Tiverton	21 June 1693	99 Y ^r from the Date	1 July 1793	— — —	— — —	1 — —		
Divers Lands in the Parish of Stoke Damerell, near Plymou, purchased for fortifying the Citadel of Plymouth	Maj ^r John Yeo	19 Nov ^r 1770	During His Majesty's Pleasure	— — —	110 — —	— — —	150 — —		The Lessee never had Possession of these Lands, but the Lessee was refused in the Year 1772, and the Lands employed in the Fortifications there.
DURHAM.									
Three Rectors heretofore founded in the Collegiate Church of Auckland, within the Bishopric of Durham	Sir John Eden, Bart ^r	8 April 1771	39 th Y ^r from 3 Oct ^r 1772	3 April 1813	250 — —	1,500 — —	{ 8 — — 7 16 — 9 6 8 }		
Several Messuages and Gardens in the Parish of Saint Andrew, Auckland	Jane Williamson, W ^d	18 April 1769	28 th Y ^r from 5 Apr ^r 1769	10 Oct ^r 1797	5 10 —	15 — —	2 13 4		
All Mines of Coal in Lampson Mills, within the Manor of Gofley	Thomas Neale, Esq ^r , & Michael Thompson, Gent.	28 Aug ^r 1697	31 Years —	28 Aug ^r 1728	{ not then worked }	— — —	{ 1 6 8 and 1/2 th of the clear Value		
All Mines of Coal within the Common Fields of Wickham, in the Lands called Bilsbarn Lands, or King's Lands	W ^m Lord Vill ^r Vase	1777	29 th Y ^r from 28 Aug ^r 1728	8 Mar ^r 1755	(Uncertain)	— — —	{ 10 — — and 1/2 th of the clear Value		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expenses.	Yearly Value per Acre Survey.	Rents paid for last Leases.	Old Rents.	Increased Rents and New Rents.	Compensation and Consideration of New Rents.
DURHAM continued.									
Divers Parcels of Woods and Woodlands, within the Manor of Crayke, with Power to dig for Coal, Limestone, and all other Stone, within the Precincts —	The Rev. Henry Vane, LL.D. (in Trust for Lionel Vane, Esq.)	14 July 1781	21 Yrs from 20 Novr 1801	20 May 1811	315 10 —	400 — —	16 — — 1 10 —	26 12 6 till 20 Novr 1801, and 1/2 of the Profit of the Coal.	39 8 5 from 20 Novr 1801.
A Mortgage and Lease at Mailwell upon the Hill —	John Alsey, Esq.	16 July 1752	31 Yrs from the Date	27 July 1783	8 — —	30 — —	1 — —		
The Manor of Halesborough, Parcel of the Possession of the late Hospital of the Savoy, from Thos. Stone in the Possession of Hugh Bethell, Esq., and had to have been leased by the Master and Chaplain of the Savoy, at a Rent of £. 6. 25s. 4d. but in whom, or for what Term, is not known, the Compensation of the Lease not being extant —									
DERBYSHIRE.									
Cresall Coal Mines in Alfreton —	Chas. Duke of Rutland, and others (in Trust) —	18 Novr 1780	29 1/2 Yrs from 18 Janr 1782	18 July 1811	Weeked out, but now leased for a further Trial —	—	4 — —		
A Ferry over the River Trent, called Wellington Ferry —	Henry Seymour, Esq.	26 Chas 2d	50 Yrs from the End of a former Grant, if Henry Treloar should for long live —	—	5 13 4	—	2 — —		
The Manor and Demesnes of Etkington —	The Rev. Jas. Wilkin-son, CP, in Trust	17 Janr 1783	11 Yrs from 10 March 1801	26 March 1813	713 13 10	1,250 — —	6 13 4	46 1 6 from 20 March 1774.	
The Manors of Mickleton, Littleton, and Fildon —	Lord Scarfale	17 March 1762	For the Lives of L ^{ts} Scarfale, and Nathl and Wm Curzon, his Sons —	—	Rather hazardous than profitable —	—	1 — —		
ESSEX.									
Divers Lands and Tenements, Stonehouses, and other Buildings, situate near Harwich, purchased pursuant to an Act of Parliament 6 and 7 Ann, for fortifying the Town and Harbour of Harwich —	John Robinson, Esq.	23 March 1782	For the Lives of His Majesty, the Prince of Wales, and the said John Robinson, returnable at Pleasure —	—	240 3 6	—	5 — —	5 — —	from the Date of the Lease.
The Manor of Havering at Bower —	Richard Benson, Esq.	31 July 1765	24 Yrs from 23 March 1772	23 March 1796	The Rents the full Value —	—	68 1 1 2 — —		
The Messuage or Shop House of Havering at Bower, with divers Lands thereto belonging —	Lord Robert Bertie	4 April 1769	31 Yrs from Mich ^l 2088	Mich ^l 1799	159 — —	* 500 — —	53 13 4	* The Surveyor General set a Fine of £. 1,200, which was reduced to £. 500, in Recognition for the Loss of the Keepership of Havering Park.	
The Waste Ground and Soil in the Town of Rumbold, where the Muggins and Bains are usually kept, with Liberty of erecting buildings and Fens, and removing the same at Will and Pleasure —	Anne Freeman, W ^m	4 July 1763	21 1/2 Yrs from 5 Apr 1772	10 Oct ^r 1793	70 — —	400 — —	2 — —		
One undivided Third Part of the Manor of East Thirp, and of the Messuages and Lands thereto belonging —	John Baker and Wife	21 Dec ^r 1771	16 Yrs from 20 June 1786	20 June 1801	56 — —	130 — —	14 — —		
A large Parcel of Waste Lands, called Typore Heath —	Philip Bennett, Esq.	10 May 1744	31 Yrs from the Date	21 May 1775	(Uncertain)	—	1 — —		

and 1/2 of the clear Profit.

ESTATES.	Names of Lessors.	Dates of last Leases.	Terms granted.	Expire.	Yearly Value per Acre Survey.	Time paid for last Lease.	Old Rents.	Incurred Rents and New Rents.	Commencement and Continuance of New Rents.
ESSEX continued.									
Lands in Witham: Work, in the Parish of Witham (now called Freepiece Farm) in the Parish of Barkings.	Pro ^r Biddulph, Jas ^r Cocke and Tho ^r Somers Cocke, Esq ^r .	31 March 1782	11½ Y ^r from 21 Feb ^r 1803	31 Aug ^r 1812	50 — —	70 — —	7 3 4		
A small Parcel of Waste Land at Bower, within the Manor of Havering.	Jeremiah Brock, Gent.	5 Dec ^r 1763	30½ Y ^r from 11 Oct ^r 1764	5 Apr ^r 1794	{ merely nominal }	—	5 —		
Divers Parcels of Woodlands, in the Parish of Barkings (the Wood long since grubbed up).	Tho ^r Whitehead	31 Dec ^r 1784	21 Y ^r from 4 May 1793	4 May 1813	28 17 6	100 — —	4 10 —		
Several Messuages or Cottages in Witham and Stratford Langdon.	Hugh Bantock	13 Aug ^r 1773	47 Y ^r from 27 May 1776	27 May 1823	20 — —	80 — —	3 — —		
The Hundred of Chafford, and Office of Sewer and Bayliff of the said Hundred.	Judge Kingdon	— 1689	24 Y ^r from Mich ^r 1696	Mich ^r 1720	3 11 5½	—	1 11 5½		
A Piece of Waste Land in Epping Walk, in the Parish of Witham.	Thomas Webster, Esq ^r	— 1705	31 Y ^r from the Date	— 1737	3 16 —	—	1 5 —		
The Office of Bayliff of the Hundreds of Hockford and Burdett.	Sir John Sparrow, K ^t	— 1706	31 Years —	— 1737	{ The Lease is now with the Sheriff for the Profit }	—	6 8		{ These Hundreds were claimed in Fee at the Time of granting this Lease.
The free Liberty and Authority to erect and maintain Light-houses or Beacons at Harwich, and to collect One Penny per Ton of all Vessels receiving Benefit thereby.	Sir Isaac Rebow	{ 27 Nov ^r 1707 — Further granted, 26 March 1717 }	{ 31 Years from Xmas. 1721 for 60 Years from the Determination of the preceding Grant }	{ — — Christ ^m 1816 }	786 17 6	1,150 — —	5 — —		{ The Fine set by the Surveyor General was £. 2,700, but the Queen remitted one Half thereof, in Consideration of Services. There was no Reference to the Surv ^r Gen ^r upon the last of these Grants, and consequently no previous Report of the Value of the Grant, nor any Fine paid for the same.
N. B. The Ground on which these Light-houses stand belongs to the Crown, and is included in Mr. Robinson's Grant above mentioned.									
A Messuage and Land called Wallwood, in the Parish of Low Layton.	Dorothy Oudry, Spin ^r	16 Oct ^r 1778	31 Y ^r from the Date (on Surrender of a former Lease)	16 Oct ^r 1809	230 14 —	400 — —	6 8		{ 28 16 9 From the Date.
Three Fourth Parts of the Park of Havering, with Three Messuages or Lodges thereon.	John Hampden and Thomas Corvell	13 March, 1693	99 Y ^r from 3 Dec ^r 1703	16 Dec ^r 1804	400 — —	—	1 — —		{ The Surv ^r Gen ^r set a Fine of £. 1,700 in His Report for this Grant, but it paid without Effect, by the King's Command.
The Hundreds of Dengie and Tharfield, and the Office of Bayliff of the said Hundreds.	John Cooke	— 1689	31 Y ^r from Lady Day, 1689	Lady Day 1720	Very small.	—	1 8 9 — 7 5		
The Manor of Witham with the Rights, Members and Appur ^t .	George Booth, Esq ^r	10 Jan ^r 1694	99 Y ^r from 3 Dec ^r 1705	26 Dec ^r 1804	517 15 5½	Does not appear.	— 1		
The Lordship or Manor of Dengie, otherwise Dengy, and all Messuages, Lands, and Holdings thereon belonging, and the Parsonage and Church of Dengie.	Simon Farman, Esq ^r and Henry Morison	{ By Ind ^r of the M ^t 1606 Clap- barn of the Surv ^r Hospital, dated 23 Jan ^r , 3 Edw. 1561 }	600 Years from the Date	Anno D ⁿⁱ 1606	Unknown.	—	16 6 8 14 6 8 14 6 8		
A Parcel of Ground, Part of the Soil or Bed of a certain Creek, called Leigh Swath, near the Town of Leigh (intended for an Oyler Fishery).	Tho ^r Hamblin and others	19 July 1785	22½ Y ^r from 17 June 1793	17 Dec ^r 1815	30 — —	100 — —	10 — —		
A Parcel of Land called Knighton Wood, in the Parish of Woodford.	Luke Esall Bonford	9 March 1773	31 Years —	9 March 1804	15 — —	—	5 — —		{ This Lease was surrendered, or directed so to be, the Lessee not being able to maintain Possession under it.
The Manor of Stapleford, with divers Messuages and Lands, within and belonging thereto.	Rob ^t Earl Grassville	13 Aug ^r 1774	31 Years —	13 Aug ^r 1805	285 9 11	4,000 — —	63 14 11		{ From the Date.

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expire.	Tenety Value per Acre Survey.	Rent paid for last Leases.	Old Rents.	Inclosed Rents and New Rents.	Commencement and Continuance of New Rents.
FLINTSHIRE.									
All Mines of Lead, Coal, Copper, and other Minerals, within or under certain Lands by, and in the Parish of Llanfyllter, within the Lordship or Hundred of Trelechier.	Thos Hughes, Esq.	26 October 1788	31 Yrs from the Date	26 Oct 1813	—	—	—	$\left\{ \begin{array}{l} 1 \text{ s } 3 \text{ d } 4 \text{ per Acre.} \\ \text{and } 1 \text{ s } 10 \text{ d } \text{ per Ton for Lead Ore.} \\ \text{and } 1 \text{ s } 10 \text{ d } \text{ per Ton for Copper Ore.} \\ \text{and } \frac{1}{2} \text{ Part of all other Minerals.} \end{array} \right.$	
All Minerals and Minerals, within certain Lands in the Parish of Gwaenol, otherwise Gwaenol, in the said Lordship or Hundred of Trelechier.	Edw Jones, Esq.	28 Jan'y 1785	31 Yrs from the Date	28 Jan'y 1816	—	—	—	$\left\{ \begin{array}{l} 1 \text{ s } 3 \text{ d } 4 \text{ per Acre.} \\ \text{and } 1 \text{ s } 10 \text{ d } \text{ per Ton for Lead Ore.} \\ \text{and } 1 \text{ s } 10 \text{ d } \text{ per Ton for Copper Ore.} \\ \text{and } \frac{1}{2} \text{ Part of all other Minerals.} \end{array} \right.$	
The Free and Full Fines in this County and Cheshire.	Thomas Hart, Esq.	Wide Charter	—	—	—	—	—	—	
A Parcel of Ground, Part of the Outer Court or Yard of the Castle of Flint, for the Purpose of building a Jail thereon for the said County.	Sir Roger Molyneux, Bart., and others, in Trust for the County	8 April 1785	31 Yrs from the Date	8 April 1816	—	—	—	— 13	4 From the Date.
GLAMORGANSHIRE.									
Profits of Original Seal and Poll Fines, in this and other Counties.	Robert Snow	Wide Breve.	—	—	—	—	—	—	
GLOUCESTERSHIRE.									
The Manor, Lordship, Township, and Castle of Saint Briavels and the Manor of Newlands, and also the inclosed Lands called Whimwood Park.	Barl of Berkeley	29 Novr 1777	28½ Yrs from 13 July 1779	13 Jan'y 1808	105 10 5	678 1 s	66 s	—	
The Possess or Chase of Kingswood, near Bristol.	Onephorus Tisdall	27 Sep'r 1734	31 Years	3 Oct 1765	—	—	—	—	
All Mines and Quarries within the said Forest or Chase.	The same	20 Aug' 1756	31 Years	31 Aug' 1787	—	—	—	— 6 s	
The Hundred of Crumholdish, and the Office of Bayliffe thereof.	Henry Duke of Beaufort	25 Novr 1771	$\left\{ \begin{array}{l} \text{For the Lives of Henry} \\ \text{Chas Lord Waterford, and} \\ \text{Lord Chas Henry Somerset,} \\ \text{in Reversion of the Duke's} \\ \text{Life} \end{array} \right.$	—	$\left\{ \begin{array}{l} \text{Not exceeding the Rent} \end{array} \right.$	—	6 10	—	
The Hundred of Barton, and Office of Steward and Bayliffe thereof.	Paul Foley	— 1690	21 Yrs from Lady Day 1690	Lady Day 1711	$\left\{ \begin{array}{l} \text{The Rent the full Value} \end{array} \right.$	—	8 13	4	
The Office of Constable and Keeper of the Castle of Gloucester, and all Fees and Perquisites thereon belonging.	Nicholas Hyatt, Esq.	28 March 1765	$\left\{ \begin{array}{l} \text{For the Lives of Benjamin} \\ \text{Hyatt, and Philip Wil-} \\ \text{liams, in Reversion of the} \\ \text{Grantee's Life} \end{array} \right.$	—	22 6 s	300	—	Without Rent	
N. B. Though this is entailed in the Grants the Office of Constable, there has not, within Memory, been any Duty performed, or Fees thereon belonging; but the Premises held under the Grant consist of some Houses, and a Parcel of Land, of the Annual Value stated on the other Side.									

This was a disputed Matter, and the Lessee was to try the Crown's Title; whether he succeeded or not, does not appear to the Surveyor General.

ESTATES.	Names of Tenants.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre Survey.	Rents paid. Per Acre Leases.	Old Rents.	Imputed Rents. and New Rents.	Comments and Continuance of New Rents.
HEREFORDSHIRE.									
Divers Messuages and Parcels of Land in Clifton and Huntington, in this County, and in Tewkesbury, in Worcesterhire	W ^m Lord W. Harrington, and others, in Trust for Usefulls Priory, &c.	5 Sep ^r 1783	29 Years from 15 July 1784	15 July 1815	18 3 4	100 — —	5 16 8 — 1 4	Hereford Worcester	
HERTFORDSHIRE.									
The Manor of Hicclia, with Two Water Mills there	W ^m Maurice Bogdani, Esq.	26 Nov ^r 1785	17 Y ^r from 28 July, 1786	28 July 1815	115 8 11½	50 — —	76 4 —	78 — —	from 5 Feb ^r 1770.
The Office of Provost of the Honour of Richmond, in this and other Counties	Thos ^r Parker, Esq.	—	Vide Cambridgehire.	—	—	—	—	—	—
The Manor of Harethorpefield	Thos ^r Halliwell, Esq.	30 June 1784	21 Y ^r from 5 April then last	5 April 1815	279 6 11½	120 — —	129 1 10½	—	—
Several Parcels of Land in and near St. Allen's	John Field	1 March 1784	26½ Y ^r from 22 Nov ^r 1786	22 May 1815	27 — —	100 — —	4 — —	—	—
HUNTINGDONSHIRE.									
Barrenwood Tythes in this and other Counties	Earl of Lincoln	—	Vide Cambridge.	—	—	—	—	—	—
The Hundreds of Towelland and Lymington, and the Office of Bayliffe of the said Hundreds	Geo. Duke of Manchester	12 Oct ^r 1782	31 Y ^r from the Date	12 Oct ^r 1813	Left than the Rents and incidental Charges		—	2 17 9	—
The Manor of Brougham Magna, with the Sake and Drunkard Lands thereto belonging	Peter Earl Lichow	22 July 1786	For Three Lives therein named	—	458 12 8	610 — —	5 — —	61 16 4	from the Date.
The Honour of Clare, in this and other Counties	John Fowle, Esq.	—	Vide Norfolk.	—	—	—	—	—	—
ISLANDS.									
SCILLY.									
All those Isles called the Isles of Scilly, otherwise Scilly, and all Roads, Harbours, and Seavies, and all Lands, Townships, and Hereditaments, Rights, Royalties, and Privileges thereto belonging	Sydney L ^d Godolphin	25 July 1698	89 Y ^r in Reversion of a former Grant, which expired the 28 Nov ^r 1708	28 Nov ^r 1797	300 — —	—	40 — —	—	—
ALDERNEY.									
All that Island called Auzerney, otherwise Alderney, and all Lands, Townships, Rights, Duties, Royalties, and Hereditaments thereto belonging, and the Advowson of the Church and Chapel in the said Island	John Le Maitre, Esq.	14 Dec ^r 1764	99 Y ^r from the Date, subject to be returned at the Pleasure of the Crown	14 Dec ^r 1863	106 16 7½	—	— 15 —	—	—

ESTATES.	Names of Lessees.	Dates of said Leases.	Terms granted.	Expirations.	Yearly Value per last Survey.	Fines paid for said Leases.	Old Rents.	Revised Rents, and New Rents.	Commencement and Continuance of New Rents.
ISLANDS continued.									
M A N.									
Certain Lands and Tenements at Dalby, in the Parish of Kirkstubbick, in the Isle of Man	John Duke of Atholl	19 July 1780	31 Years	19 July 1811	1 2 8 balden the Rent	10 — —	2 6 8		
All Mines Royal of Gold and Silver in the said Island	The same	19 July 1780	31 Years	19 July 1811	—	—	— 6 8 and $\frac{1}{4}$ of the Gold and Silver.		
W I G H T.									
Vide the County of Southampton.									
K E N T.									
The Manor of Eltham, with the Lands, Tenements, and Hereditaments, thereto belonging, and the inclosed Lands, called Eltham Great Park, Horse Park, otherwise Lee Park, and the Little Park, or Eltham Middle Park, with all and singular the Appurtenances thereof	Sir Edw ^d Wimbington, Bart. and the Rev ^d Dr John Dodson, in Trust, for Sir John Shaw, Bart.	18 Nov ^r 1789	7 Y ^{rs} from 5 April 1804	5 April 1811	1,807 5 2	1850 — —	153 3 4	225 18 4	from 5 April 1804.
A Messuage and Lands called Nethercombe, otherwise Raftercombe Farm, in the Parish of East Greenich	Dame Chas ^r Sanderfon	13 Aug ^r 1779	91 Y ^{rs} from 10 Oct ^r 1793	5 April 1803	248 9 5	250 — —	42 17 8		
The Sites and Manor Place of Gillingham, with divers Marsh Lands and Wood Lands there	Melrose Lambard, Esq ^r	25 May 1785	21 Y ^{rs} from 5 April 1794	5 April 1815	237 9 3	1,180 — —	17 9 6	29 13 8	from 5 April 1794.
The Manors of East Faversham and East Peckham, and the Rents of Abuse within the said Manors	Thomas Duke of Leeds	13 Feb ^r 1776	31 Y ^{rs} from the Date	13 July 1807	62 15 —	Vide Book dordth.	21 17 9		
A Piece of Ground at Croomhill, in the Parish of East Greenich, with a Messuage thereon	Frances James, Widow	3 June 1766	166 Y ^{rs} from 30 June 1799	30 Dec ^r 1815	52 — —	10 — —	3 — —		
The Manor or Farm of Near's Court, and several other Tenements and Lands in the Isle of Sheppey	Mary Edwin, Widow	15 Nov ^r 1776	24½ Y ^{rs} from 5 July 1792	5 Jan ^r 1807	260 — —	470 — —	2 16 8	32 10 —	from 5 July 1792.
Divers Messuages in Chatham, about 116 in Number, with several Parcels of Land in Chatham, Gillingham, and Romney, purchased by virtue of Two several Acts of Parliament, in the 8th and 9th Years of Queen Anne, for fortifying the Town, Harbour, and Yards of Chatham, were devised to	Elizabeth Turner, W ^o	14 Nov ^r 1754	For each Term as w th 40 up to the Rent of a former Lease 50 31 Years (renewable whenever the Premises sh ^d be wanted for the Public Service)	14 Nov ^r 1785	600 — —	—	200 — —		
In 1775, the abovesaid Lease to Mrs. Turner was renewed, Part of the Premises employed in the Public Service, and the Residue devised to	The said Eliz th Turner	8 July 1758	For 31 Y ^{rs} from the Date, renewable at Pleasure	8 July 1789	Valued at 15 — —	—	5 — —		
Divers Lands, formerly belonging to the late Monastery of Dover, called the Malton Dues	Eliza Gurness, Wid ^o	28 Jan ^r 1785	14½ Y ^{rs} from 29 Nov ^r 1800	29 May 1815	154 — —	330 — —	13 — 6	19 5 —	from 29 Nov ^r 1800.

ESTATES	Names of Lessors	Dates of last Lessors	Terms granted.	Expenses.	Yearly Value per Acre Survey.	Rents paid for last Lessors.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
KENT continued.									
A Parcel of Land, Part of a Clerk called Bodeham's Field, near Gravesend Port, with several Messuages thereon	Ellis Jayson, Widow	20 July 1784	26½ Yrs from 5 July 1805	5 Jan'y 1832	29 —	48 —	— 3 —	3 12 6	from 5 Jan'y 1800.
The Hundreds of Cusshbrook, Barkley, Blackbourne, Substanton, Noddenham, and Rosfield Magna	Sir John Norrie, Kt	— 1719	99 Yrs from M ^{ch} 1731	10 Oct'r 1760	} not exceeding the Rent.	} —	} 2 —		
Full Power to erect, maintain, and continue Lights and Light House upon the North and South Forelands, and to take all Profits and Duties whatsoever thereon belonging	Sir John Jennings, Kt, and others, in Trust for Greenwich Hospital	— 1730	99 Yrs from 15 Feb'y 1733	14 Feb'y 1838					
The Manor, Palace, and Park of East Greenwich	The late Queen Caroline	24 March 1730	{ For the Lives of W ^m Dukes of Cumberland, Ave. Prince of Wales, and Princess Amelia }		—	—	— 16 8		
A Piece of Waste Land on Blackheath, near Greenwich Park Wall, with Power to erect a Dwelling House and Offices thereon	Harriet Duck' of Bolton	— 1719	31 Years from the Date	— 1730	} of small Value being then Waste	} —	} 1 10 —		
A Piece of Waste Ground on Blackheath, adjoining to the Park Wall, and to the Parcel last mentioned, with Power to erect a Dwelling House and other Buildings thereon	James Thornhill, Esq'	— 1719	31 Years from the Date	— 1730					
A Messuage, with Office and Garden thereon belonging, situate on Blackheath, near the Park Wall there	Rich ^d Hulse, Esq'	23 March 1784	17 Yrs from 10 Oct'r 1816	10 Oct'r 1833	150 —	70 —	{ 6 8 } 18 15	from 10 Oct'r 1816.	
A Messuage, with Office and Garden, on Blackheath, adjoining to the last mentioned	Rob ^t Scott, Esq'	22 June 1730	26 Yrs from 10 Oct'r 1793	10 Oct'r 1819	75 —	80 —	—	{ 8 17 6 } 18 17 6	till 10 Oct'r 1793, from that Time.
A Shed or Building, with several Slips of Ground, adjoining to Greenwich Park Wall	Robert Watson	— 1715	31 Yrs from 24 June 1715	24 June 1746	20 —	—	2 —	{ 2 17 6 } 18 17 6	This Ground is said to have been many Years taken into the Park.
A Parcel of Ground near the City of Rochester, with several small Tenements erected thereon	Margaret Bargh, W ^m	24 June 1773	50 Yrs from the Date	24 June 1823	18 —	10 —	3 6 8	6 —	from the Date.
The Manor of Northfleet, with the Appurtenances The Site of a Building heretofore used as a Powder Magazine, and several Parcels of Land lying round the same	John Calcraft, Esq'	22 May 1770	11½ Yrs from 3 June 1788	3 Dec' 1799	—	—	— 6 8	— 13 4	
A Parcel of Ground called Maidstone Hill, in the Parish of East Greenwich, and Part of the Walls of the Manor, with several Messuages and other Buildings thereon	Henry Vandermere, Esq'	21 Feb'y 1771	31 Yrs from the Date	21 Feb'y 1802	21 —	—	—	21 —	
A Piece of Ground, Part of the Walls of the Manor of East Greenwich, for the Purpose of building a Workhouse for the Parish of East Greenwich	The Trustees of Marlborough College, on Blackheath	10 May 1775	50 Yrs from the Date	10 May 1825	28 14	{ No Fine per Act of Parliament }	} —	} 9 11 4	
	Joshua Woodcock and George Moorhouse, Churchwardens of, and in Trust for the said Parish	3 Jan'y. 1765	31 Yrs from the Date	3 Jan'y 1796	—				

ESTATES.	Names of Lessees.	Dates of last Leases.	Term granted.	Expire.	Yearly Value per Acre Survey.	Rent paid for last Lease.	Old Rents.	Imputed Rents, and New Rents.	Commencement and Continuance of New Rents.
LEICESTERSHIRE.									
The Manor of Sarton under Barrow, in the Parish of Thorrington, in this County —	Lawrence Carter, & al.	13 Jan ^y 1767	— 27½ Y ^r from 5 Aug ^t 1766	— 5 Feb ^y 1794	Uncertain	300 —	6 15 6		
LINCOLNSHIRE.									
The Office of Steward of the Manors of Barrow, Barrow, and Gossall. The Site of the Manor of Barrow, with the Rectory of Barrow, and Rivers Lands and Tenements within the said Manors —	John Uppeley, Esq ^r	24 Dec ^r 1763	— 15 Y ^r from 17 May 1763	— 17 May 1794	221 7 —	300 —	63 8 2 2 3 4 10 — 4 5 — 13 —		
Several Messuages and Lands within the Manors of Barrow, Barrow, and Gossall. The Manors of Wharfedale and Meslton cum Sewdick, and divers Messuages and Lands in the said Manors —	Thos Farr, and Eliz ^a his Wife	3 March 1772	— 17 Y ^r from 10 Oct ^r 1763	— 10 Oct ^r 1800	26 2 —	250 —	4 18 4	5 18 — 10 15 2	till 10 Oct^r 1783. from that Time.
A Parcel of Land called Poynton Cow Pasture, otherwise Goodfildes, in the Parish of Poynton —	Edw Sampson Gidson, B ^r	20 Feb ^y 1784	— 13 Y ^r from 8 March 1803	— 8 March 1814	997 7 9½	1080 —	37 17 4½ 25 13 8½		
A Capital Messuage or Site of the Manor of Ingelby, called Ingelby Hall, and the Lands thereto belonging —	John Lord Mordaunt	23 Jan ^y 1773	— 23 Y ^r from 4 June 1780	— 4 June 1803	65 — —	250 —	2 5 —	2 14 — 5 12 6	till 4th June 1780. from that Time.
A Capital Messuage or Site of the Manor of Ingelby, called Ingelby Hall, and the Lands thereto belonging —	George Powlett, Esq ^r	25 Feb ^y 1774	— 15 Y ^r from 9 May 1789	— 9 May 1804	371 4 —	700 —	5 — —	10 — 30 —	till 9 May 1789. from that Time.
All Tythes of Flax growing in Wotton and Pinthbeck —	Judith Gidson, Widow	12 July 1766	For each Term as would make 60 31 Years Part for 22 Y^r from 5 Ap^r 1770	12 July 1797 5 April 1792	Of full Value above the Rent 43 12 7	1 — 180 —	1 — 3 12 8		
Two Messuages, with several Cottages and Lands, in Barrow —	Christopher Nelson, Gent ^l	26 Sep ^r 1761	Old Part for 22 Y^r from 10 Ap^r 1770 Part for 23 Y^r from 21 Mar. 1792	10 April 1792 21 Mar. 1809	45 — — 80 — —	22 2 —			
A Farm from Barrow upon Harbottle in Holt, and a small Parcel of Land in Barrow —	P ^r and Mary Pelham, Esq ^r	29 Oct ^r 1778	— 17 Y ^r from 21 Mar. 1792	— 21 Mar. 1809	—	—	—		
Four several Tythes in this and other Cures —	Earl of Lincoln	—	Vide Cambridge Gazette.	—	—	—	—		
The Manor or reputed Manor of Hopton, and divers Messuages and Lands in Hopton, Auderby, and Marnby —	Richard Clithrow, Gent ^l	5 Oct ^r 1776	— 19 Y ^r from 4 April 1788	— 4 April 1807	257 15 —	650 —	47 15 —		
Several Parcels of Land in the Parishes of Mowbray cum Chapel, Willoughby, and Ingoldmire —	Thos Philipps Backworth, Esq ^r	20 March 1784	— 31 Y ^r from 10 Oct ^r then last	— 10 Oct ^r 1814	—	29 10 —	3 11 4 6 5 6		
The Manor of Wetherby, with the Courts and Royalties, Messuages, and Lands thereto belonging —	Sir Jos. Banks, Bart ^l	25 May 1786	— 24 Y ^r from 21 April 1792	— 11 Oct ^r 1815	—	178 18 6	750 —	40 — —	
The barony or Lordship of Angley Fox, being a Manor within the Manor of Spalding, with several Messuages, Cottages, and Lands, in Wetherby, Dinton, and Dinton —	William Welby, Esq ^r	5 Feb ^y 1777	— 10½ Y ^r from 21 Feb ^y 1799	— 21 Aug ^t 1807	—	24 11 2	100 —	2 9 6	
The Manor of Langton near Horwille, with all the Messuages and Lands thereto belonging —	Thomas Bernard, Esq ^r , in Trust	27 Feb ^y 1779	— 10½ Y ^r from 5 April 1798	— 10 Oct ^r 1808	—	225 10 —	300 —	30 7 4	25 2 9 from 5 April 1798.
The Hundred or Wapentake of Louth, with the Office of Steward and Bayliff thereof —	Gen. Earl of Cardigan	— 1716	50 Years, determinable on Three Lives	—	rather honorary than profitable	—	4 13 4		

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ESTATES.	Names of Lessees.	Dates of old Leases.	Terms granted.	Expirations.	Value Paid per Acre Survey.	Rents paid for old Leases.	Old Rents.	Imputed Rents, and New Rents.	Commencement and Continuance of New Rents.
LINCOLN continued.									
The Manor of Eak and West Dering, and the Lands, Tenements, and Hereditaments therein belonging	Charles Bertie, Esq.	21 Oct' 1778	6 $\frac{1}{2}$ Y ^r from 10 Oct' 1798	5 April 1803	371 2 5d	870 —	4 1 3d	{ 15 15 3d 45 18 10d }	{ till 10 Oct' 1798 from that Time
The Manor of Epworth, with Welwood and Hasey, and divers Messuages, Tenements, and Lands, in Epworth and Belton, and elsewhere, belonging to the said Manor	John Hurten, Gent. (at the Nomination of Rob ^t Earl Granville) —	15 Aug' 1774	31 Y ^r from the Date	15 Aug' 1805	576 11 1d	{ 4000 for this and another Lease. Vide Elix.	{ A Pepper Corn.	{ 178 37 1	{ from the Date
Several Parcels of Land in the Parishes of Welton and Coutham	James Sanders	18 Nov' 1777	31 Y ^r from the Date	18 Nov' 1808	25 1 —	100 —	1 —	2 17 3	from the Date
A Messuage and Lands in the Parish of Croft	William Drake, Esq.	5 Oct' 1778	31 Years	5 Oct' 1809	90 —	800 —	6 8	11 5 —	D ^r
LANCASTER.									
A Messuage, called Aldcliffe Hall, near Lancaster, with the Lands, Tythes, and Hereditaments therein belonging	Pease Wilson, for John Davison, Gent.	23 July 1782	14 $\frac{1}{2}$ Y ^r from 7 Aug' 1798	7 Feb' 1813	28 11 9d	40 —	65 15 —		
Several Cloths of Land, called Saltbill Hayes, in Clitheroe	John Parker and Wife	26 May 1781	18 Y ^r from 21 Dec' 1792	21 Dec' 1810	22 18 5	40 —	10 —		
The Manor of Machland, with divers Messuages, Lands, and Tenements, within and belonging to the same	George Sayer and John Sayer, Esq.	27 July 1803	{ 99 Y ^r from Q ^r Chas ^r Death { 31 Dec' 1795, N. 5.	31 Dec' 1804	182 8 3d	—	10 —		
Divers Lands in Garston and Aghash, in the said County	Thomas Beardslerk, Esq.	31 May 1796	20 $\frac{1}{2}$ Y ^r from 22 May 1786	22 Nov' 1806	32 15 —	148 —	4 1 —		
Certain Cherry Lands, Messuages, Tenements, Regis, &c., in Poulton, Langworth, Chorley, and Walton, late Parcel of the Rectories of the Savoy Hospital	James Mailey		By Indenture of the Master and Chaplains of the said Hospital, dated 5 May, 4 Elix. (1762)	10,000 Y ^r from M ^{ch} . 1762	M ^{ch} . A. D. 1762	Unknown.		{ Granted at a Pepper Corn Rent; but afterwards, by Decree of the Court of Exchequer, charged with a Rent of £. 2.	
All Mines Royal, and all other Mines, in several Hundreds and Wapentakes, in this County and York	Charles Bury	7 May 1790	31 Years	7 May 1801	—	—	—	{ 20 1 —	
The Manor or reputed Manor of Loddock, and divers other Manors and Lands in this County: To which the Crown, by Resign of the Attorney of Francis Anderson, Esq., becomes entitled, during the Life of the said Francis Anderson, or until he should have a Child born	John Forsyth and John Knight, Gent., at the Nomination of Robert Standell, Esq.	8 April 1797	{ For 31 Years, determinable on the Death of the said Francis Anderson, or on his having a Child born	{ —	{ —	{ —	{ 30 —	{ N. B. The said Francis Anderson, according to an Affidavit of one W ^m Taylor, in 1790, was then a Widower upwards of 60 Years of Age, and had no Child.	
All Mines of Copper, Lead, Tin, Iron, Coal, and other Mines and Minerals, within the Countess and Waples within the Manor of Worren, otherwise Worren with Linsch, or the Township of Worren with Linsch	John Parkinson and others	8 April 1785	31 Years from the Date	8 April 1816	—	—	—	— 10 per Ann. and $\frac{1}{16}$ of all the Ore, &c.	

ESTATES.	Owner, &c.	Dated 1st Lesse.	Term granted.	Expended.	Yearly Value per Acre Survey.	Farm paid for 1st Lesse.	Old Rents.	Imputed Rents and New Rents.	Comments and Conditions of New Rents.
MONMOUTH.									
The Manor of Wenden, with certain Lands and Tithes, and a Rectory there	Capel Hanbury, Esq.	14 Decr 1759	31 Years, as Surrender	14 Decr 1790	75 10 4	120	32 15 7		
MERIONETH.									
All Mines, except Royal Mines, within the Wales or Counties called Merioneth, in the Parish of Llanfyllin, or elsewhere, within the Lordship of Penryn	David Davies, Esq.	31 Decr 1740	31 Years from the Date	11 Jan'y 1772	—	—	— 6 8	and $\frac{1}{16}$ of the clear Profits.	
The Profits of Original Seal and Free Pines, in this and other Counties	The Rev ^d Lettrell Wyse, L.L.D.	Vide Anglesy.							
All Mines, except Royal Mines, within the Wales or Counties called Merioneth, in the Parish of Trawsfynydd	Arthur Earl of Powis	13 April 1754	31 Years	13 April 1785	—	—	— 6 8	and $\frac{1}{16}$ of the Profits.	
All Mines, except Royal Mines, within the Wales or Counties, in the Parish of Trawsfynydd	William Middleton, Esq.	24 April 1761	31 Years	24 April 1792	—	—	— 10 —	and $\frac{1}{16}$ of the Profits.	
All Mines, except Royal Mines, within the Wales in the Parishes of Llanfyllin and Llanfyllin	Francis Sandley, Genl	22 May 1760	31 Years	22 May 1791	—	—	— 10 —	and $\frac{1}{16}$ of the Profits.	
All Mines, except Royal Mines, within certain Merioneth, called Obell or Rebell, Arnan, and Michael, within the Hundreds of Delgely, Penryn, and Nant-y-llan	Rachel Rawlin, W ^m Esq ^r Baker, Esq ^r , and Ralph Lodge, Esq ^r	24 Oct'r 1770	21 Years from the Date	14 Oct'r 1791	—	—	— 10 —	and $\frac{1}{16}$ of the Dec.	
MONTGOMERY.									
All Free and Feud Pines, in this County and Denbigh	The Rev ^d John Roche, Cl ^r	Vide Denbigh.							
MIDDLESEX.									
A Parcel of Ground, called Mill Meadow, Grate at Longford, in the Parish of Hornsey, with a Messuage and other Buildings thereon	Robert Mackinnon	4 June 1756	50 Y ^{rs} from the Date	4 June 1806	6 — —	—	2 — —		
A Messuage and Garden adjoining the Royal Hospital at Chelsea	George Astle, Esq ^r	28 Feb'y 1756	15 Y ^{rs} from 10 May 1810	10 May 1825	150 — —	50 — —	21 10 —		

ESTATE	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre Survey.	Fine paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
A Parcel of Ground or Garden at Hampton	David Garrick, Esq.	25 Dec' 1773	24 Y ^{rs} from 21 Octo' 1779	21 Octo' 1803	9 — —	30 — —	— 1 4	1 3 4	from the Date of the Lease.
A Messuage on the South Side of the Road from Hampton Court to Hampton	William Fox, Gent.	21 May 1772	32 Y ^{rs} from 10 Octo' 1789	10 Octo' 1821	21 — —	— —	7 — —	— —	— —
A Messuage and other Buildings in Hampton Court	Tho' Nobbes, Esq.	31 Octo' 1781	24½ Y ^{rs} from 1 Octo' 1809	1 April 1831	60 — —	40 — —	10 — —	— —	— —
A Piece of Waste Ground at Hampton, on which a Messuage hath been built	Mary Pratt, Widow	8 April 1785	26 Y ^{rs} from 7 April 1808	7 April 1834	95 — —	130 — —	1 6 8	11 17 6	from 7 April 1808.
1. A Messuage, called The Toy, adjoining to Hampton Court Palace	John A'Beck, Esq., in Trust for Sir William Dolben	15 April 1774	No 1. 50 Y ^{rs} from the Date (on Surrender)	15 April 1824	82 — —	137 — —	20 — —	— —	from the Date.
2. Two Acres of Meadow, being a Burge-way by the River Thames			2. 31 Years	15 April 1805	60 — —		3 4	1 13 4	
3. A Messuage, heretofore Part of the Under Housekeeper's House at Hampton Court and			3. 50 Years	15 April 1824	29 — —		7 13 4	8 — —	
A Piece of Garden in the said Messuage adjoining, and held therewith			4. 50 Years	— —	7 — —		— —	2 6 8	
4. A Piece of Ground, with a Coach House and Two Stable thereon	John Huggins	12 July 1798	31 Years	25 July 1799	1 — —	— —	— 6 8	— —	— —
A small Piece of Ground, formerly Part of Hampton Court House Heale Park	John Phillips	8 April 1771	24½ Y ^{rs} from 5 April 1794	10 Octo' 1820	137 — —	120 — —	— 10 —	3 8 6	from 5 April 1794.
A Piece of Ground, with Five Messuages thereon, lying between Somerset House and the Savoy	The Officers of the German Protestants Church	By Two Sign Masters' 15 April 1733	During Pleasure	— —	— —	— —	3 7 —	— —	— —
A Chapel and Vestry Room in the Front of the Savoy									
Another Chapel and Vestry Room do	The Officers of the French Protestant Church	By Dr a GR' 1733	During Pleasure	— —	20 — —	— —	— 1 4	— —	— —
A Meeting House in the Savoy	The Dissenting Protestants, called Quakers	By Dr 3 Feb' 1731	During Pleasure	— —	— —	— —	— 13 4	— —	— —
A Chapel, Dwelling House, School House, and Burying Ground in the Savoy	The Ministers and Churchwardens of the Lutheran Congregation there	By Dr 28 Feb. 1766	During Pleasure	— —	Not valued.	— —	8 — —	— —	— —
A Piece of Ground, with several Messuages, Taverns, and Cottages thereon, situate at Mile End, in the Parish of Stepney	Robert Evans	14 Nov' 1774	21 Y ^{rs} from 19 July 1808	19 July 1823	75 13 4	— —	10 — —	— —	— —
Certain Lands, called Highbury Wood, and Little St. John's Wood, near Highbury	John Dancer, Esq.	6 Dec' 1776	31 Y ^{rs} (on Surrender)	6 Dec' 1807	650 — —	378 — —	2 11 8	18 15 —	from the Date.
A Messuage near the Hermitage Stairs at Wapping	W ^m Corin and J ^r Thickett	11 Nov' 1778	50 Y ^{rs} from the Date	11 Nov' 1828	14 — —	20 — —	— 13 4	1 11 —	— —
A Piece of Land, called Rachel's Piece, at Shepperton Broad Mead	Joseph Ayloffe, Esq., for Tho' Stone	9 Dec' 1703	31 Years	9 Dec' 1734	5 — —	— —	5 — —	— —	— —

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expire.	Tenure Value per Acre Survey.	Fine.	Old Rents.	Increased Rents and New Rents.	Comments and Conditions of New Rents.
MIDDLESEX continued.									
Nine undivided Eighth Parts of the Manor, or reputed Manor of Marybone, and of Marybone Park, and the Lodges or Houses thereon.	Jacob Hinde, Esq.	20 Aug ^r 1772	7 ¹ Y ^r from 24 July 1755	24 Jan ^r 1803	458 2 6	540 —	13 15 6	156 10 7 ¹ 157 13 11 ¹ 157 10 9 ¹ 156 3 4	till 24 July 1795, from that Time. till 24 July 1795, from that Time.
Fifteen undivided Eighth Parts of the said Manor and Park of Marybone —	William Jacobus, Esq.	16 Oct ^r 1772	7 ¹ Y ^r from 24 July 1755	24 Jan ^r 1803	756 7 6	940 —	22 19 —	1060 —	in the latter Rent.
The Manor of Hallowford, with divers Lands there —	John Rayner, Esq.	21 Oct ^r 1769	6 Y ^r from 24 Jan ^r 1803 For each Term as would make up 32 Y ^r from the Date —	21 Oct ^r 1800	160 —	470 —	18 6 8 — 1 4	—	from 21 Oct ^r 1800.
A Messuage and Ground near Walton Bridge, Parcel of the said Manor of Hallowford —	James Chaswell, Esq.	22 July 1786	35 Y ^r from 21 Oct ^r 1800	21 Oct ^r 1835	20 —	40 —	—	2 10 —	from 21 Oct ^r 1800.
Six Messuages in King's Gate Street, in Saint Giles's Parish —	Joseph Fisher —	1780	31 Years —	1791	24 —	—	8 —	—	{ This was a Discrepancy, in which it is supposed the Lessee was not successful.
The Manor of Twickenham, the Capital Messuage or Seat of the said Manor, and divers other Messuages and Lands thereon belonging —	Robert Gupper, and John Simsbury, Esq.	14 June 1775	{ The Manor for 31 Years from 27 Jan ^r 1775 — The Manor House and Demesnes for 9 ¹ Y ^r from 5 Febr ^r 1796 —	27 Jan ^r 1806	44 4 —	376 —	6 13 4	14 14 8 20 4 4	from the Date.
Several Parcels of Land within the Parish of Twickenham, and belonging to the Manor —	Lovesday Spyns, W ^r	29 March 1777	31 Y ^r from 5 April 1776	5 April 1807	22 10 —	180 —	—	7 10 —	from the Date.
A large Messuage, with Offices and Gardens, in Twickenham —	Sir George Pocock, K. B. —	22 Febr ^r 1765	{ For each Term as would make up 50 Years —	22 Febr ^r 1815	250 —	220 —	3 —	—	from the Date of the Lease.
A Parcel of Land, called Brown Close, in Twickenham —	M ^r Geo ^r Jas ^r Johnson	5 Dec ^r 1774	18 Years from 5 Apr ^r 1787	5 April 1805	27 —	60 —	—	3 7 6	from the Date of the Lease.
The Manor of Edgemoor —	James Gould, Esq.	5 Sept ^r 1765	29 Years from 15 Sept ^r 1766	15 Sept ^r 1795	226 1 5 ¹	1050 —	6 13 4	—	till 9 March 1801, from that Time.
A Piece of Ground, with a Newfion House and Office thereon, in the South West Corner of Saint James's Park, near James Street —	Richard Ball, and Peter Barrett, Esq.	24 Oct ^r 1770	17 Y ^r from 9 March 1803	9 March 1820	250 —	100 —	10 —	12 — 11 5 —	till 9 March 1801, from that Time.
A Piece of Ground on the East Side of Saint James's Park, adjoining to the Back of certain Houses in Duke Street —	Mary Hutton, W ^r	31 July 1770	35 ¹ Y ^r from 18 June 1784	18 Dec ^r 1819	30 —	40 —	6 5 —	—	from the Date.
Another Piece of Ground on the East Side of Saint James's Park, adjoining to the Back of Houses in Duke Street —	Marlow Morris, Esq.	18 April 1740	43 Y ^r from 7 Aug ^r 1746	18 Aug ^r 1789	15 —	50 —	— 6 8	—	from the Date.
Other Ground on the East Side of Saint James's Park, between the Park Wall and Houses in Duke Street —	Chas ^r Land Vic ^r Fane	3 Jan ^r 1765	14 ¹ Y ^r from 21 May 1800	21 Nov ^r 1814	118 —	40 —	— 6 8	—	from the Date.
Another Piece of Ground on the East Side of Saint James's Park, adjoining to a House in Duke Street —	Cath. Harbord, W ^r	4 April 1700	21 ¹ Y ^r from Christ ^r 1699	Mid ^r 1748	9 12 6	—	9 12 6	—	from the Date.
Permission to hold a Shop of Ground included from the Green Park, adjoining to his House in St. James's Place —	Geo ^r Duke of S ^r Albans's (vide fol. 42)	By Sign. Manual, dated 27 April 1781	During His Majesty's Pleasure	—	—	—	—	13 4	from the Date.
Permission to open Lights in the Park, and to place Rails before his House, and make a New Window to it —	Sir William Wilks	By D ^r 6 March 1729	During Pleasure	—	—	—	No Rev.	—	from the Date.
Permission to inclose a small Slip of Ground from the said Park, adjoining to his House —	Sir Geo ^r Colebrooke, Bart.	By D ^r 29 April 1771	D ^r —	—	—	—	—	13 4	from the Date.
The like Permission —	Sir Lewis Dundas, Bart.	By D ^r 5 Dec ^r 1771	D ^r —	—	—	—	—	13 4	from the Date.
The like Permission —	His ^r Hon ^r Geo ^r Vernon, M ^r Yenson	By D ^r 5 Dec ^r 1771	D ^r —	—	—	—	—	13 4	from the Date.

STATES.	Names of Estates.	Dates of the Leases.	Times granted.	Expenses.	Yearly Rent per Acre per Annum.	Value paid for the Lease.	Other Payments.	Income and Rents received from the Estate.	Comments (Notes) on the Disposition of the Estate.
MIDDLESEX continued.									
Permitted to build a small Ship of Goods from the Green Park, adjoining to his House	Wm. 1 st Viscount Gage	By Sign Manual, 20 th Dec. 1773	During Pleasure	—	—	—	—	1 —	—
The like Permitted	Wm. Gerard Hamilton, Esq.	By D ^r 11 Aug ^o 1773	D ^r —	—	—	—	—	15 4	—
The like Permitted	Chas. Anderson Pollock, Esq.	By D ^r 11 Aug ^o 1773	D ^r —	—	—	—	—	1 —	—
The like Permitted	Henry Harriet Marlow, and John Pitt, Esq.	By D ^r 16 July 1773	D ^r —	—	—	—	—	13 4	—
Permitted to take down the Park Wall, in Front of his House in St James's Place, and to take in about Two Feet of Ground from the Park	The Hon ^{ble} John Spencer (now Earl Spencer)	By D ^r 3 Mar. 1756	D ^r —	—	—	—	No Rent	—	—
Permitted to build a New Window in the Green Park, at the End of his House there	John Pitt, Esq.	By D ^r 6 Nov ^r 1753	D ^r —	—	—	—	—	13 4	—
A Messuage and Garden, in a Place called The Wilderness, on the North West Side of the Passage from Spring Garden to St James's Park	Fred. Aug ^o 1 st of Sedley	5 Dec ^r 1772	21 st Y ^r from 15 July 1798	15 Jan ^r 1822	150 —	185 —	— 6 8	6 11 3	11 th 13 July 1798, from that Time.
A Messuage, Garden, called Marlborough House, with Gardens, Land, and Gardens, situate in the North Side of Saint James's Park, near the Palace	Geo. Duke of Marlborough	6 June 1783	50 Y ^r from the Date	6 June 1835	—	—	— 15 15	61 5	from the Date of the Lease.
A Messuage of Ground in Pall Mall, near the Street Court Yard to Marlborough House, situate between that Four Houses	The Duke —	By the Duke Lease	34 Y ^r from D ^r —	6 June 1816	600 —	30 —	— 15 15	15 15	—
A Messuage and Garden, near the South Side of the Park, near the Palace	Chas. Earl of Harrington	6 July 1784	50 Y ^r from the Date	6 July 1834	350 —	1000 —	— 13 4	43 15	from the Date.
A Messuage of Ground in Spring Garden, near the Entrance to St James's Park, with a Chapel built thereon	The Rev ^d Jas ^o for Majors, &c. and others (in Trust)	30 June 1772	15 Y ^r from 21 Feb ^r 1807	21 Feb ^r 1822	60 —	—	3 —	7 10	from 21 Feb ^r 1807.
A Messuage and Garden, situate in the Park, near the Palace	Edmond Smith, Esq.	26 May 1766	30 Y ^r from 21 Aug ^o 1785	21 Aug ^o 1815	193 —	200 —	7 —	—	—
A Messuage and Garden, situate with a Brick Wall, near in St James's Park, near the Palace	For Harl of Godolphin	27 Aug ^o 1757	17 Y ^r from 26 Aug ^o 1790	26 Aug ^o 1807	350 —	100 —	— 10 8	—	—
Several Parcels of Ground in and near St James's Park, and the Green Park, between and two old Houses, and some other Buildings, and also a Piece of Ground situate out of the Park, with Liberty to build on Part thereof	Edw ^d Vile Westons, and Noel Hill, Esq., in Trust for Henry Harrington, Esq., and his Lady	14 July 1770	The Buildings for such Term as would make up the then standing Term to 50 Years — The Ground taken out of the Park for 30 Y ^r from the Date —	24 July 1820 24 July 1821	150 — 30 —	60 — 240 —	1 — —	3 10 — 1 7 6 1 17 6 4 19 2 10 —	11 th 14 June 1798, from that Time. 11 th 27 Feb ^r 1805, from that Time. 11 th 21 Dec ^r 1812, from that Time.
Note. After Mr. Ensign had built a large new House on the Ground, where the Two old Houses stood, taking in Part of the new Ground above mentioned, a Tenant at Life of the Whole was granted to —	Noel Hill, Esq., the surviving Trustee	1 July 1770	The Part conveyed to the first Habendum for 5 Y ^r from 24 July 1820 The other Part 25 Y ^r from 24 July 1821	24 July 1828 24 July 1843	300 —	100 —	At the afore-going Re-vestment Rest of —	3 10 — 4 13 6 0 7 6 10 —	—
A Messuage adjoining to St James's Palace, near the Wall between the Park to St James's Palace	Wm. Esq. of Devonshire	11 April 1693	55 Y ^r from the Date	23 Ap ^r 1752	80 —	—	— 10 —	—	—

ESTATES.	Name of Lessee.	How long held.	Term given.	Expiry.	Amount paid for the Estate.	Value of the Estate.	Old Rents.	Imperial Rents, and New Rents.	Commencement and Cessation of New Rents.
MIDDLESEX continued.									
Two Pieces of Ground, with a Messuage thereon, in Saint James's Park, near Duke Street, White.	Charlotte Courtenay Dowd of Suffolk and Bank, Esq.	28 Jan'y 1783	{ For a Term to make up 50 Y ^r from 5 April 1784	5 April 1834	250 —	680 —	{ 15 — 5 —	28 15 —	on 5 April 1796
A Piece of Ground with Four Messuages, in Duke Street and Crown Court, Westminster.	Joseph Pratt, and others	25 July 1770	24 Y ^r from 10 Oct'r 1784	5 April 1809	250 —	140 —	25 —	51 18 —	from 20 Nov'r 1802.
Several Parcels of Ground and Buildings in Spring Garden, lying together, and exceeding from the Passage into Saint James's Park to the Admiralty, and from the Street called Spring Garden (including the Street there called New Street) to St. James's Park, containing 14 Messuages, a Chapel, and a Stable Yard	Sophia Lady Clifford, and others, Executrix of Lord Clifford	20 March 1779	{ Part for 25 Y ^r from 10 Nov'r 1802 Oth'r Part 25 Y ^r from 5 Apr'l 1803 Oth'r Part 25 Y ^r from 26 Febr'y 1803 Oth'r Part 25 Y ^r from 5 Apr'l 1803 Residue 16 Y ^r from 19 Dec'r 1811	20 May 1802 — 5 April 1803 — 26 Febr'y 1803 — 5 April 1803 — 19 June 1803 —	— — 1,110 — — —	— — 1,800 — — —	2 — 1 — 20 — 2 — 1 —	51 18 — 13 17 8 — 73 19 10 — 78 4 6 — 175 5 —	from 20 Nov'r 1802. from 5 April 1803. from 25 Febr'y 1803. from 5 April 1803. from 19 Dec'r 1811.
A Piece of Ground, 10 Feet wide, for a Passage from Spring Garden to St. James's Park & Messuage, within the Precinct of the House, called The Cannon Tavern	The Inhabitants of St. Marie's Parish	— 1699	99 Years	— 1798	—	—	— 6 8	—	—
Two Messuages at Charing Crook, adjoining the Mews	George Southey, Gent.	15 March 1771	27 Y ^r from 5 April 1793	5 April 1820	55 —	40 —	13 15 —	6 15 —	from 14 June 1799.
A Messuage, with a Stable and Coach House, in Hedge Lane, adjoining to the Mews	Edw'd Aubrey, Esq.	13 July 1781	32 Y ^r from 14 June 1799	14 Dec'r 1831	54 —	78 —	10 —	—	from 14 June 1799.
A Messuage at the End of Hedge Lane, next to the Cannon Tavern, and adjoining to the Mews	Henry Hawley, Esq.	17 May 1753	48 Y ^r from 15 Aug' 1752	5 Sep'r 1800	38 —	175 —	10 —	—	from 13 Dec'r 1815.
A Messuage and Ground, formerly the King's Slaughter House, near Millbank Street, Westminster	John Russell, Esq.	25 March 1782	16 Y ^r from 15 Dec'r 1815	15 Dec'r 1831	40 —	22 —	8 6 8	5 —	from 13 Dec'r 1815.
The Office of Keeper of the Palace of Westminster, with certain Lodgings, near Old Palace Yard	William Barnard	24 Jan'y 1772	31 Y ^r from 28 Oct'r 1783	28 April 1801	110 —	150 —	13 6 8	13 15 —	from the Date.
Residue to be sold on a Slip of Ground, Part of the Footway in Old Palace Yard, between a House adjoining to the Court of Requests	Anne Blakeney, and Eliza Wilkin Blakeney, Sp ^{rs}	12 Nov'r 1756	31 Y ^r from the Date	12 Nov'r 1787	16 —	20 —	6 13 4	—	—
A Messuage on the East Side of the Old Palace Yard, adjoining to the Court of Requests	John Bellamy	—	By Sign Manual, dated 1 April 1783	During His Majesty's Pleasure	—	—	—	— 5 —	—
A Messuage on the East Side of the Old Palace Yard, adjoining to the Court of Requests	Sir John Ligonier, and John (in Trust) for the Office of Ordnance	30 Nov'r 1753	45 Y ^r from 30 Oct'r 1758	1 May 1801	12 —	30 —	4 5 9	12 —	from the Date of the Lease.
Several Messuages on the West Side of St. Margaret's Lane, Westminster	Mary Jenner, Spin ^r	12 Dec'r 1769	28 Y ^r from 5 Jan'y 1790	5 Jan'y 1808	160 —	190 —	10 —	—	from the Date of the Lease.
Two Messuages on the East Side of Charing Crook Street	George Heath, Gent.	—	{ 33 Y ^r from 5 Jan'y 1787 30 Y ^r from 5 Jan. 1790	5 Jan'y 1820 — 5 Jan'y 1800 —	42 — 40 —	100 — 40 —	{ 1 10 — 2 10 —	3 10 — 5 —	on 4 Jan. 1790. from that Time.
And one other Messuage on the East Side of the Lane Street	Lewis Way, and Thomas Cobden, Esq. (in Trust)	3 March 1772	33 Y ^r from 5 Jan'y 1787	5 Jan'y 1820	38 5 —	410 —	38 3 9	51 12 6 —	from 5 Jan'y 1787.
Several Messuages on the East Side of Charing Crook Street, and One in New Palace Yard	Hamphrey Edwin, Esq.	26 May 1759	22 Y ^r from 5 Jan'y 1787	5 April 1809	34 8 —	240 —	55 5 —	—	—
One Messuage on the East Side of Charing Crook (Part of the Tenements described by the last-mentioned Lease to Hamphrey Edwin, Esq.)	James Collan	15 Aug' 1777	12 Y ^r from 5 April 1809	5 April 1827	40 —	30 —	5 19 6	—	This Rent is Part of the Rent reserved on Hamphrey Edwin's Lease.

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre of the Property.	Rents paid for last Leases.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage on the East Side of Charing Cross Street	Philip Craig, Esq ^r	30 Nov ^r 1758	10 Y ^r from the Date	30 Nov ^r 1808	30 —	100 —	3 15		
Four Messuages on the South Side of Uxton Street, and the West Side of Palace Yard	Richard Godfree	31 March 1784	10½ Y ^r from 5 Jan ^r 1803	5 July 1833	50 —	80 —	6 17 6		
A Messuage on the East Side of New Palace Yard, near the Way from thence to the River Thames	Griffin Raskin, Esq ^r	14 July 1781	2½ Y ^r from 20 Feb. 1806	20 Febr ^r 1831	60 —	59 —	{ 1 3 — 10 — }	7 10	from 20 Febr ^r 1806.
A Parcel of Ground and Buildings on the North Side of Whitehall Close	George Glendon, Esq ^r	6 June 1772	{ To make up a Term in being 50 Y ^r — }	6 June 1822	100 —	30 —	{ 25 — — 10 — }		} from the Date.
A Messuage in the same Court, adjoining to the last-mentioned	Edw ^d Le Grand, Esq ^r	3 June 1780	50 Y ^r from the Date	3 June 1830	36 —	—	—	12 —	from the Date.
A Messuage and Garden in the Gilt Court, on the South Side of the Passage leading to the River Thames	Thomas Lord Grantham	13 March 1780	20½ Y ^r from 9 April 1800	13 Oct ^r 1829	180 —	177 —	10 10	22 10	from 9 April 1800.
A Piece of Ground with Two Messuages, situate in Whitehall Court, on the East Side of the Passage from thence to Scotland Yard, and a Slip of Ground on the East Side of the Gilt Court	Dame Henrietta Van- burgh	28 July 1767	{ The Messuages 90½ Years from 25 Aug ^r 1766 — The Slip 31 Y ^r from the Date	26 Febr ^r 1817 28 July 1798	60 — 1 —	50 — —	10 — 1 —		
A Messuage with Coach Houses, Stables, and other Offices, on the East Side of the Street called Whitehall, and extending into Whitehall Court and Scotland Yard	Granville Larpin, Esq ^r Governor	28 Sept ^r 1779	{ 50 Y ^r from the Date (on 50 Y ^r)	28 Sept ^r 1829	100 —	170 —	{ 50 — 25 13 4 }		
A Messuage in Whitehall, near the Privy Seal and Signet Office, where the old War Office Road, adjoining to the North End of the last-mentioned Precincts	James Pelham, Esq ^r	4 Nov ^r 1756	50 Y ^r from the Date	4 Nov ^r 1806	20 —	—	6 13 4		
A Messuage and other Buildings in Whitehall, adjoining to the last-mentioned Precinct	James Wallace, Esq ^r	4 March 1766	{ To fill up ground formerly being 50 Y ^r from the Date — }	4 March 1816	97 15	50 —	{ 16 1 8 3 6 2 }		
A Messuage in Whitehall Court, on the South Side of Lord Grantham's House above mentioned	Richard Benson, Esq ^r	24 July 1764	12 Y ^r from 9 Aug ^r 1803	9 Aug ^r 1814	150 —	15 —	{ 3 6 8 — 1 4 }		
A Messuage in Whitehall Court, on the South Side of the Messuage last mentioned	Audrey Yilmastock Dow ^r Townsend	19 April 1775	34½ Y ^r from 29 Jan ^r 1792	29 July 1824	200 —	280 —	10 —	12 —	from the Date.
A Messuage and other Buildings, in Whitehall Court and Privy Garden	Lady Cath ^r Pelham	28 April 1759	50 Y ^r from the Date	28 April 1809	38 —	—	{ 12 15 4 2 — }		
A Messuage and other Buildings, with a Garden belonging, lying in the South End Part of Privy Garden	Chas ^r Duke of Richmond	30 Nov ^r 1781	29 Y ^r from 3 Apr ^r 1801	3 April 1831	400 —	450 —	71 10		
A Messuage and other Buildings in Privy Garden	Henry Esq ^r of Penbrooke	29 July 1757	{ To make up a former Term in 50 Y ^r from the Date — }	29 July 1807	140 —	—	16 10		
A Messuage and other Buildings in Privy Garden	Edward Montague, and W ^m Folkes, Esq ^r , in Trust for the Duke of Montague	14 Jan ^r 1763	{ To make up 50 Y ^r from the Date — }	14 Jan ^r 1813	300 —	300 —	28 10		
Also a Piece of Ground adjoining there to Part of the Walk between High and Low Water Mark in the River Thames	Do	By the same Lease	31 Y ^r —	24 Jan ^r 1799	—	—	2 —		

ESTATE.	Names of Lessees.	Dates of last Leases.	Term granted.	Expire.	Yearly Value per last Survey.	Value according to last Lease.	Old Rents.	Imputed Rents and New Rents.	Comments and Continuance of New Rents.
MIDDLESEX continued.									
A Messuage and Ground in Privy Garden	William Duke of Portland	27 Feb ^r 1773	27 Y ^r from 1 Feb. 1752	2 Aug ^r 1805	200	180	16 8	5	still a Feb ^r 1798.
A Messuage and other Buildings in Privy Garden	James Countess Dow ^r of Portland	22 Jan ^r 1714	10 Years	2 Feb ^r 1795	125	—	24 16 8	25	from that Time.
A Messuage in Privy Garden, Part of the Premises demised by the preceding Lease, to James Countess Dow ^r of Portland	Harriet Stowe, Wid ^r	14 March 1775	17 Y ^r from 2 Aug ^r 1807	2 Aug ^r 1824	200	110	15	25	Part of a Rent of £. 39 16 8 refer ^d for this and the Messuage next mentioned.
The vacant Ground in Privy Garden, lying between the House of the Duke of Richmond and Messuages, Earl of Holdernah, and others, on which no Buildings are to be erected	Charles Duke of Richmond, and others—	5 Dec ^r 1765	23 Y ^r from 31 July 1765	31 Jan ^r 1794	30	—	10	—	from 2 Aug ^r 1807.
A Messuage in Privy Garden	James Haskins, W ^r	6 Aug ^r 1767	29 Y ^r from 10 Ap ^r 1787	15 Oct ^r 1816	150	150	8	—	—
A Messuage in Privy Garden	John Earl of London	27 April 1758	24 Y ^r from 4 Feb ^r 1784	4 Feb ^r 1808	130	35	60	—	—
The vacant Ground in Privy Garden, before the House of the Earl of London, and Frances, Wid ^r (Not to be built on)	John Earl of London, and James Oswald, for Mrs. Erdine	14 May 1764	23 Y ^r from 3 June 1766	3 Dec ^r 1794	3	—	1	—	—
A Messuage in Privy Garden	William Folkes, Esq ^r	14 Jan ^r 1764	30 Y ^r from the Date	14 Jan ^r 1818	60	140	10	—	—
A Messuage in Privy Garden	James Oswald, Esq ^r , for Frances Erdine, Widow	14 May 1764	30 Years	14 May 1814	180	60	60	—	—
Two Messuages in Privy Garden, with Coach Houses and Stables in Scotland Yard	The Hon ^{ble} Ch ^r les Stowe Cadogan, now Lord Cadogan	16 Aug ^r 1773	30 Years	26 Aug ^r 1813	34	130	14 6 8	—	—
A Messuage in Middle Scotland Yard	Charles Gibson, Esq ^r	18 June 1752	25 Years from 27 Feb. 1777	27 Feb ^r 1802	18	—	2 15 4	—	—
Two Messuages in Scotland Yard	Francis Gwynne, Esq ^r	28 April 1747	50 Years	29 April 1797	80	580	1	—	from the Date.
A small Messuage in Scotland Yard	John May	22 July 1775	31 Years from 7 Feb ^r 1794	7 Feb ^r 1825	20	—	—	6	from the Date.
A Messuage in Scotland Yard	Henry Plantcroft, Esq ^r	5 Feb ^r 1770	23 Y ^r from 8 Mar. 1791	8 Sep ^r 1819	16	40	5	—	—
A small Messuage in Scotland Yard	Charles Lewndes, Esq ^r	1 Sep ^r 1757	50 Years	1 Sep ^r 1817	14	5	—	—	—
Another small Messuage adjoining to and held with the Messuage last mentioned, late belonging to the Sergeant Porter	The same	1 Sep ^r 1757	50 Years	1 Sep ^r 1817	20	—	20	—	This Rent to be paid to his M ^{ty} 's Serjeant Porter for the Time being.
A Messuage with several other Buildings, and certain Wharfs in Scotland Yard	James Duke of Chandos, now belonging to the Duke of Northumberland	27 March 1714	50 Years	7 April 1798	512	470	12 6 8	—	—
A Piece of Ground with several Sheds thereon, in Scotland Yard, adjoining to the last mentioned	Hugh D. of Northumberland	29 Jan ^r 1757	31 Years	29 Jan ^r 1808	50	—	16 15 4	—	—
Several Messuages on the South Side of the Passage leading into Middle Scotland Yard	Joseph Piers	16 Feb ^r 1775	36 Years from 5 Ap ^r 1788	5 April 1824	189	360	8	—	still 5 April 1788.
A Piece of Ground on the North Side of Scotland Yard, near Craig's Court	James Craig, Esq ^r	20 Feb ^r 1784	39 Y ^r from 6 Jan ^r 1794	6 July 1833	70	190	8 15	—	from that Time.
A Piece of Ground with a low Shed thereon, adjoining to the last-mentioned Premises	The same	By the same Lease	50 Y ^r from 6 July 1785	6 July 1833	2	—	—	2	from 6 Jan ^r 1794.

ESTATES.	Names of Lessees.	Described Land.	Terms granted.	Expiration.	Yearly Value per Acre Survey.	Rents paid for Land.	Old Rents.	Improved Rents and New Rents.	Comments and Continuance of New Rents.
MIDDLESEX continued.									
A Messuage on the South Side of Scotland Yard	Charles Selwyn, Esq.	9 Nov' 1777	39 Yrs from 30 Apr' 1768	11 May 1787	30	60	8		
A Piece of Ground, with Coach Houses and Stables thereon, in Scotland Yard	Abraham Acworth, and Rich ^d Ripley, Esqrs. (as Trs)	7 Nov' 1778	50 Years	7 Nov' 1828	50	13	2 10	6 5	from the Date.
A Messuage in Middle Scotland Yard	The same	5 Nov' 1778	50 Years	7 Nov' 1828	60	20	5	7 10	from the Date.
A Messuage in Scotland Yard	Robert Randall	27 Feb' 1761	50 Yrs from 16 Jan. 1786	16 Jan. 1811	38	25	10		
Two Messuages in Scotland Yard	Mary Trevor, Spin ^r	20 July 1768	22 Yrs from 21 May 1786	21 May 1808	26	40	10		
A Messuage in Green Cloth Yard, Whitehall	The Hon ^{ble} Freeb ^{le} Vane	19 Oct' 1781	16 Years from 17 June 1806	17 June 1822	100	40	8 8	12 10	from 17 June 1816.
A Messuage in Green Cloth Yard, adjoining to the last-mentioned	Will ^m Ainslie, Esq.	28 Nov' 1772	16 Years from 22 Sep' 1803	22 Sep' 1819	60	36	6 8	8 8	22 22 Sep' 1803.
A Messuage, with Office and Garden, in Whitehall Court, on the North Side of the Passage to Whitehall House	James Earl of Eile	7 Dec' 1764	50 Yrs (as Surrender)	7 Dec' 1814	156 13 4	40	40 17 10		
A Piece of Ground, Part of the Waste between the High and Low Water Mark, in the River Thames, adjoining to the last-mentioned Premises	The same	11 July 1782	31 Yrs from the Date	13 July 1813			5		
A Messuage on the West Side of the Street leading from Charing Cross to Westminster Hall, adjoining to the Admiralty	Richard Carr Glynn, and Thomas Glynn, Esqrs.	26 Aug' 1774	11 Yrs from 9 May 1811	9 May 1822	145	40	20 16 8		
A Messuage in Whitehall, on the South Side of the last-mentioned	Bishop of Litchfield and Coventry	19 Dec' 1769	16 Yrs from 9 Aug' 1803	9 Aug' 1819	250	160	13 6 8	16	21 9 Aug' 1803.
A Messuage and other Buildings in Whitehall, near the Cockpit	Lord George Germain	4 Aug' 1772	17 Yrs from 1 March 1805	1 Mar. 1822	380	150	25 6 8	31 5	from that Time.
A Messuage and Office near the Cockpit, between the Street and Saint James's Park	Dame Sus ^{anna} Featherstonhaugh, and Rev ^d Lenthall, Esq.	24 Nov' 1777	19 Yrs from 20 Mar. 1805	20 Mar. 1824	400	200	10		
A Messuage on the North Side of Dipping Street	William Gowers, and others, (as Trs.)	9 May 1772	17 Yrs from 16 Feb. 1805	16 Feb. 1820	600	267	9	15 75	21 16 Feb' 1805.
A Messuage, with Coach Houses and Stables, in Whitehall, 2222 Downing Street, and a Messuage adjoining thereon, on the West Side of Downing Street	Henric Lord Walpole	4 March 1784	19 Yrs from 9 July 1814	9 July 1833	250	133	13 17 6	31 5	from that Time.
A Piece of Ground in Privy Garden, whereon a Messuage is now built, on Part of which is now a Building, late in the Possession of the Lieutenant of the Palace	Peter Burrell, Esq.	11 Dec' 1771	30 Years from the Date	11 Dec' 1801			12		No B. L. 10 per Ann. Part of this Rent, is to be paid to the Longchamps for the Time being.
A Messuage and Ground in Privy Garden	Rob ^t Earl of Haldenburgh	21 Feb' 1760	50 Yrs from the Date	21 Feb. 1810	100		33 6 8		A Fine of £. 600 was for the Lease to the Earl of Haldenburgh, but no Fine paid, by His Majesty's Command.
A Messuage on the South Side of Pall Mall, over Stables and Coach Houses in Green Rider Street	The Hon ^{ble} James Keppel, Esq.	26 Aug' 1784	18 1/2 Yrs from 29 Nov' 1815	29 Nov' 1834	230	120	11 5	22 10 5	from 29 Nov' 1815.

DESCRPTIONS.	Name of Lessee.	Date of last Lease.	Term granted.	Expire.	Yearly Value per Acre Survey.	Then paid for last Lease.	Old Rent.	Improved Rents and New Boats.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
One other Messuage on the South Side of Pall Mall	First Lord Godolphin	28 July 1767	25 Yrs from 15 Jan ^r 1790	15 Jan ^r 1817	120 —	100 —	18 15 —		
Two Messuages on the South Side of Pall Mall	Abraham Acworth, and Thos Ripley, Esq ^r (in Trust)	10 Oct ^r 1771	30 Yrs from 15 Jan ^r 1790	15 Jan ^r 1820	150 —	200 —	17 10 —		
One large Messuage (formerly Two) on the South Side of Pall Mall	John Manners, Esq ^r	31 Oct ^r 1781	10½ Yrs from 19 Dec ^r 1810	19 June 1831	350 —	60 —	15 —	43 15 —	from 19 Dec ^r 1810.
Three Messuages on the South Side of Pall Mall			{ For each Term as would make up 50 Yrs from the Date — }	30 Dec ^r 1817	{ 180 — 10 — }	400 —	{ 17 10 — 1 12 6 }		
And One Messuage on the West Side of Market Lane	Mary Bellish, W ^o	30 Dec ^r 1767	{ To make up 30 Yrs from the Date — }	1 June 1817	75 —	212 —	6 5 —		
One Messuage on the South Side of Pall Mall, near Marlborough House	Bruckley Kessart, Esq ^r	3 June 1767	{ To make up 30 Yrs from the Date — }	1 June 1817	75 —	212 —	6 5 —		
A Piece of Ground (formerly Three Messuages) on the South Side of Pall Mall, whereon Cumberland House is since built	His Royal Highness the Duke of Cumberland	12 April 1773	{ For each Term as would make up 50 Years — }	1 April 1823	500 —	—	31 5 —		
A Messuage and Garden on the West Side of Cumberland House	The same	By the same Lease	Do	—	150 —	—	12 10 —		
One Messuage on the South Side of Pall Mall	John Parker	9 October 1769	36 Years from 5 April 1783	5 April 1819	120 —	300 —	7 10 —	9 —	from the Date of the Lease.
One Messuage on the South Side of Pall Mall	John Walworth	12 Feb ^r 1753	41 Yrs from Mich ^r 1740	10 Oct ^r 1782	200 —	—	25 —	These Messuages have been taken down, and the Ground laid into the Court Yard belonging to Carlton House.	
A Piece of Ground adjoining Queens	Do	—	23 Yrs from Mich ^r 1740	10 Oct ^r 1763	—	—	4 —		
A Piece of Ground, with Six Messuages, on the South Side of Pall Mall	Jane Barker, Widow	9 March 1730	30½ Yrs from Mich ^r 1740	5 April 1780	142 —	300 —	12 15 —		
One Messuage on the South Side of Pall Mall	John Adam Esq ^r	15 Aug ^r 1771	17½ Yrs from 11 Oct ^r 1803	6 April 1821	90 —	35 —	7 10 —	9 —	from 11 Oct ^r 1803.
Two Messuages on the South Side of Pall Mall	Philip Elton Esq ^r	23 Decem ^r 1773	17½ Yrs from 10 Oct ^r 1803	5 April 1823	280 —	110 —	22 10 —	11 5 —	from that Time.
Two Messuages on the South Side of Pall Mall, One of which was afterwards granted to Sir Rich ^d Hoare, Bart	Thomas Graham	5 Feb ^r 1768	25 Yrs from Mich ^r 1740	10 Oct ^r 1765	30 —	35 —	8 15 —	27 —	from that Time.
One of the last-mentioned Two Messuages	Sir Rich ^d Hoare, Bart	28 June 1754	37½ Yrs from 10 Oct ^r 1765	5 April 1803	50 —	90 —	3 15 —	35 —	from that Time.
Two Messuages on the South Side of Pall Mall	Peter Renoult	27 June 1777	23½ Yrs from 5 April 1803	10 Oct ^r 1826	176 —	130 —	25 —	Part of the preceding Rent	
One Messuage on the South Side of Pall Mall	The Hon ^{ble} Thos Pitt-Rivers	27 May 1777	20 Yrs from 24 Jan ^r 1807	24 Jan ^r 1827	160 —	80 —	11 12 6 —		
One Messuage (formerly Two) on the South Side of Pall Mall	Rich ^d Earl Temple	21 Aug ^r 1777	19 Yrs from 1 July 1808	1 July 1827	150 —	240 —	15 —	20 —	from 24 Jan ^r 1807.
One Messuage on the South Side of Pall Mall, and Two small Messuages behind the same, 97 Yrs since built	Anne Dickson, Esq ^r	30 July 1781	24 Yrs from 5 Apr ^r 1808	5 April 1832	200 —	150 —	20 —	43 15 —	from 1 July 1808.
One Messuage on the South Side of Pall Mall	John Calvert, and John Darnley	25 May 1762	22 Yrs from 10 Oct ^r 1783	10 Oct ^r 1805	93 —	40 —	7 10 —	25 —	from 5 April 1808.
One Messuage on the South Side of Pall Mall	The Rev ^d Jas ^r Wether, LL.D.	12 Oct ^r 1779	13 Yrs from 26 May 1815	26 May 1829	300 —	150 —	45 —	61 10 —	from 26 May 1815.
One large Messuage on the South Side of Pall Mall	John Adley, Esq ^r	22 Oct ^r 1769	{ 50 Yrs from 5 April 1769 (on Surrender) — }	5 April 1819	330 —	60 —	50 —	60 —	from the Date.
Two Messuages on the South Side of Pall Mall	Isabella Augusta Bernadotte Princess Carver-Cross, W ^o	8 May 1779	16½ Yrs from 5 April 1802	10 Oct ^r 1828	85 —	80 —	10 12 6 —		

ESTATES.	Names of Tenants.	Dates of last Leases.	Terms granted.	Expenses.	Yearly Value per last Survey.	Fines paid for last Leases.	Old Rents.	Imputed Value and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage formerly called the Queen's Arms, on the North Side of Pall Mall	Christopher Martin, Esq'	3 June 1766	23 $\frac{1}{2}$ Yrs from 5 April 1770	10 Oct'r 1815	80 —	30 —	11 5 —	12 10 — 18 — 50 —	from 10 Oct'r 1800, till 10 Oct'r 1803, from that Time.
Two Messuages on the North Side of Pall Mall	Daniel Malpas, Esq'	2 June 1764	21 $\frac{1}{2}$ Yrs from 5 April 1770	10 Oct'r 1815	80 —	30 —	8 15 —		
One Messuage on the South Side of Pall Mall	Chas' Henr' Johnson, Esq'	13 Jan'y 1761	29 $\frac{1}{2}$ Yrs from 10 Oct'r 1800	5 April 1830	100 —	130 —	7 10 —		
One Messuage on the South Side of Pall Mall	Earl Temple	17 Jan'y 1783	12 $\frac{1}{2}$ Yrs from 10 Oct'r 1819	5 April 1830	300 —	47 —	15 —		
One Messuage in Pall Mall Court	Sir Mich' Pilkington, Bart'	23 May 1785	45 $\frac{1}{2}$ Yrs from 5 Apr' 1789	10 Oct'r 1834	38 —	140 —	6 —		
Seven Messuages in Pall Mall and Pall Mall Court	Sir Mich' Pilkington, Bart' Sir Cae'r Hawkins, Esq' (now Sir Cae'r Hawkins, Bart')	29 Nov' 1777	21 Years from 5 Apr' 1804	5 April 1827	270 —	180 —	29 —	33 15 —	from 5 April 1804.
One Messuage on the South Side of Pall Mall	Cuth. Hensley, Esq'	23 Feb' 1784	31 $\frac{1}{2}$ Years from 10 Oct'r 1800	5 April 1835	200 —	370 —	15 —	25 —	from 10 Oct'r 1800.
One Messuage on the South Side of Pall Mall	Col'r Shapard	10 Dec' 1704	25 $\frac{1}{2}$ Yrs from 10 Oct'r 1782	5 April 1812	70 —	30 —	12 10 —		
Three Messuages on the North Side of North Street	Maria Giles, Widow	21 May 1773	47 $\frac{1}{2}$ Yrs from 10 Oct'r 1715	5 April 1823	60 —	300 —	9 7 6		
Two Messuages on the North Side of Ryder Street	Richard Filwood	24 May 1770	41 Years from 10 Oct'r 1776	10 Oct'r 1817	38 —	115 —	4 7 6	5 5 —	from the Date of the Lease.
One Messuage on the South Side of Little Ryder Street, and One other (since divided into Two) on the East Side of St. James's Street, and South Side of Little Ryder Street	Robert Wimbunley	18 June 1761	33 Yrs from 10 Oct'r 1776	10 Oct'r 1809	36 —	—	3 15 —	110 —	
Also One Messuage on the East Side of Dorset Street, and One on the South Side of Great Ryder Street	D ^r —	By the same Lease	34 $\frac{1}{2}$ Yrs from 5 July 1775	D ^r —	48 —	—	5 7 6		
One Messuage on the North Side of Pall Mall	Elisabeth Johnson	25 May 1762	33 $\frac{1}{2}$ Yrs from 10 Oct'r 1776	5 April 1812	35 —	45 —	4 7 6		
One Messuage on the North Side of Pall Mall, (Gravel Pit where since reserved to John Bursfather, Esq', Edward Cartwright, Esq', and Thomas Hussey, Esq', as under)	Thomas Graham, Esq'	8 July 1752	26 $\frac{1}{2}$ Yrs from 10 Oct'r 1775	5 April 1802	150 —	—	4 7 6	— — —	{ Part of a Rent of £. 80. 10. 6d. for the Five Messuages.
One other Messuage on the North Side of James Street	D ^r —	D ^r —	29 Yrs from 5 April 1773	D ^r —	40 —	—	5 —		
One Messuage on the North Side of Pall Mall	Thomas Stanley, Esq'	14 Oct'r 1784	38 Yrs from 5 April 1804	5 April 1834	100 —	165 —	4 7 6	12 10 —	from 5 April 1801.
Two Messuages on the North Side of Pall Mall, Part of the Premises demised by the preceding Lease to Thos Graham	John Bursfather, Esq'	2 Oct'r 1779	27 Yrs from 5 April 1802	5 April 1829	80 —	50 —	8 —	10 —	from 5 April 1802
Two other Messuages, Part of the Premises demised to the said Thomas Graham	Edw'd Cartwright, Esq'	4 March 1784	31 Yrs from 5 April 1802	5 April 1833	120 —	180 —	8 5 —	10 —	from 5 April 1802.
One Messuage on the North Side of Pall Mall	Miss Grosvenor, and Samuel Mettifer	2 June 1775	24 $\frac{1}{2}$ Yrs from 10 Oct'r 1800	5 April 1825	74 —	40 —	5 15 —	5 12 —	from the Date of the Lease.
Five Messuages on the West Side of St. Alban's Street, and North Side of Pall Mall	Charles Lord Cadogan	24 March 1787	11 $\frac{1}{2}$ Yrs from 13 July 1822	13 Jan'y 1834	240 —	50 —	8 17 6	30 —	from 13 July 1822.
One Messuage on the North Side of Pall Mall, adjoining the last-mentioned Parcel	Sir Cecil Wray, Bart'	31 Oct'r 1766	50 Yrs from the Date (as before)	25 Oct'r 1840	56 —	6 —	4 10 —		
One Messuage on the East Side of St. James's Street	Sir Rob' Harries, Kt'	19 Oct'r 1752	33 Yrs from 5 April 1779	5 April 1830	67 —	50 —	8 15 —		

ESTIMES.	Name of Tenant.	Date of last Lease.	Town granted.	Expenses.	Yearly Value per last Survey.	Value paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Comments and Continuance of New Rents.
MIDDLESEX continued.									
A Piece of Ground, in St James's Place, now to Salaz James's Park, on which Part of Sir John Cope's House was erected. Also the Liberty of erecting a Bow Window, to raised to Part into the Park, and to fit Iron Rails and open Windows there.	Sir John Cope, K. B.	4 Jan ^y 1755	To make up 50 Y ^m from the Date	4 Jan ^y 1803	43	25	2		
One Messuage on the West Side of Market Street	The same	By Warren from the Lords Justices, dated 13 June 1745	During His Majesty's Pleasure						
One Messuage on the West Side of Market Street, and One on the North Side of St James's Market Place	Evans Thomas, Esq ^r	17 Dec ^r 1774	27½ Y ^m from 10 Oct ^r 1756	5 April 1824	40	30	2 13 4	3 13 4	will be 10 Oct ^r 1776, from that Time.
One Messuage on the West Side of Bury Street, and One on the South Side of Jeremy Street	Frances Guya	13 April 1750	33½ Y ^m from M ^o 1766	5 April 1800	48	45	5 6 8		
One Messuage on the North Side of Jeremy Street, and One on the South Side of Piccadilly	William Hony	20 Dec ^r 1764	83 Y ^m from 5 Ap ^r 1758	5 April 1814	52	23	6 2 6		
Also Two Messuages on the North Side of Piccadilly	Margaret Riley	26 May 1749	For such Term as would make up a former Term to 50 Y ^m	6 June 1759	74	84	6 5 3	3 13 6	
One Messuage on the North Side of Pall Mall	Thomas Plumer Esq ^r , and John Patterson, Esq ^r	21 Feb ^r 1766	50 Y ^m from the Date (on 50 Y ^m)	21 Feb ^r 1816	130	10	5		
One Messuage on the West Side of St Alban's Street	Joseph Hickey, Esq ^r	13 June 1771	23½ Y ^m from 5 April 1757	10 Oct ^r 1820	50	25	5 5	6 5	from the Date.
An Inn, and Five small Messuages, on the West Side of the Haymarket, and East Side of Market Lane	Edward Pimam	13 Nov ^r 1764	17 Y ^m from 5 April 1757	5 April 1814	140	35	12 10		
Two Messuages on the North Side of Jeremy Street, and Two on the West Side of Market Street	Ellis Newdigate, W ^m	9 Oct ^r 1764	46½ Y ^m from 5 April 1757	10 Oct ^r 1813	56	500	8 5		
Three Messuages on the West Side of Duke Street, and North Side of Jeremy Street	Thos ^r Le Blaz, Esq ^r	19 July 1785	34½ Y ^m from 5 April 1800	10 Oct ^r 1834	120	240	8 7 6	15	from 5 April 1800.
Two Messuages on the North Side of Jeremy Street, and Four on the South Side of Piccadilly	Thomas Ludbey, Esq ^r	15 Jan ^y 1774	38 Y ^m from 5 Ap ^r 1757	5 April 1823	250	190	14 3 6	16 19 23 15	will 5 April 1758, from that Time.
One Messuage on the South Side of St James's Market Place, and One on the South Side of Piccadilly	Mary Burton	4 Nov ^r 1782	18 Y ^m from 5 July 1814	5 July 1834	55	39	5 15		
One Messuage on the South Side of Pall Mall	Charles Hill	10 Jan ^y 1757	38½ Y ^m from 10 Oct ^r 1766	5 April 1805	32	90	3 15		
Like White Horse Inn and Eleven Messuages, on the South Side of Piccadilly, and Two on the South Side of Jeremy Street	Samuel Rath, Esq ^r	26 Aug ^r 1784	22 Y ^m from 5 April 1812	5 April 1834	308	340	24 10	63 10	from 5 April 1812.
One Messuage on the West Side of Duke Street, Four Messuages on the West Side of Ross Street, with Four others behind them, in a Court called Warwick Court, and Two Messuages on the North Side of Jeremy Street	Mary Trissell, Spin ^r	19 Dec ^r 1766	50 Y ^m from the Date (on 50 Y ^m)	13 Dec ^r 1816	150	40	17 10		
Two Messuages on the South Side of Chancery Street	John Earl of Galloway	27 Dec ^r 1774	22 Y ^m from 5 April 1802	5 April 1844	150	60	10	13 15 18 15	will 5 April 1802, from that Time.

MIDDLESEX.

Particulars.	Name of Tenant.	Year of Lease.	Term granted.	Expiration.	Yearly Value per Acre Settle.	Rent paid for last Lease.	Old Rent.	Interest & Rents for New Rents.	Commencement and Continuance of New Rents.
One Messuage on the South Side of Pall Mall Two Messuages on the North Side of Pall Mall And One on the South Side of Jersey Street And One other Messuage on the North Side of Pall Mall	Daniel O'Connell	1807 1765	{ Ten Acre Terms 40 Yrs All up the Terms in be- ing to 50 Yrs	14 June 1805	{ 150 — 250 — 45 —	250 —	{ 20 15 0 —		
One Messuage on the West Side of Duke Street	James Fitzgerald, Esq.	1 Jan 1765	40 Yrs from 10 Oct'r 1774	5 July 1815	30 —	45 —	3 —	5 12 6	from 10 Oct'r 1811.
One Messuage on the West Side of Bay Street	Henry Holland, Esq.	1 March 1764	22 Yrs from 10 Oct'r 1811	10 Oct'r 1833	45 —	20 —	3 15 —		
Two Messuages on the South Side of St. James's Market Place	John Agutter (in Trust)	10 July 1785	35 Yrs from 10 Oct'r 1801	5 April 1835	35 —	60 —	6 5 —		
One Messuage on the West Side of St. James's Street and One Messuage on the West Side of Duke Street	Anthony Nutt	10 May 1764	{ Part for 44½ Yrs from 10 Oct'r 1769 Rem' for 4½ Yrs from 10 Oct'r 1770	5 April 1824	26 —	350 —	8 5 —		{ This Rent of £ 1. 10s. is Part of a Rent of £ 4s. reserved for the said and other messuages. { Part of a Rent of £ 6 10s. for all the Messuages demised by this Lease.
Two Messuages on the South Side of Great Ryder Street, demised, with the Two Houses next mentioned, to	Richard Bailey	13 Decem' 1744	24 Yrs from Mich' 1770	10 Oct'r 1794	—	—	2 5 —		
Two Messuages, One on the North Side of Jersey Street, and the other behind it, extending to Piccadilly	Benj' Bailey	11 March 1781	36 Yrs from 10 Oct'r 1794	10 Oct'r 1830	50 —	90 —	4 10 —	6 5 —	from 10 Oct'r 1794.
One Messuage on the East Side of Bay Street	Richard Ab	6 April 1786	28 Yrs from 5 April 1807	5 April 1835	30 —	35 —	5 —		{ Part of a Rent of £ 5 12s. reserved for the whole Estate demised by this Lease.
One Messuage on the South Side of Jersey Street, Part of a larger Parcel demised to her	Joanna Clarke	1 July 1744	28 Yrs from Mich' 1765	10 Oct'r 1793	does not appear	—	1 6 —		
One Messuage adjoining to the last-mentioned	Thos' Morrison and Wife	10 Feb'y 1774	30 Yrs from 10 Oct'r 1793	10 Oct'r 1823	£ 12 5 the Ground only.	—	2 11 —		
Two Messuages on the South Side of Jersey Street 1, and One small Messuage in a Court behind the same	Joanna Clarke	21 May 1772	27½ Yrs from 10 Oct'r 1793	5 April 1821	85 —	65 —	5 14 —	6 15 10 10 12 —	from 10 Oct'r 1793. from that Time.
Four Messuages on the East Side of Market Lane, and a Stable Yard adjoining, on the West Side of the Haymarket	John Davis, and others	14 May 1759	41 Yrs from 10 Oct'r 1767	10 Oct'r 1808	110 —	250 —	11 5 —		
One Messuage on the South Side of Piccadilly	Anne Hardy, W ^{ch}	11 Feb'y 1761	20 Yrs from 10 Oct'r 1750	10 Oct'r 1810	30 —	10 —	5 —	5 12 6	from 10 Oct'r 1799
One other Messuage on the South Side of Piccadilly	Anne Fuller W ^{ch}	15 Aug' 1777	36 Yrs from 10 Oct'r 1790	10 Oct'r 1826	45 —	80 —	2 15 —		
One Messuage on the West Side of the Haymarket	Edward Morrison, Ck.	4 March 1754	35½ Yrs from 10 Oct'r 1760	5 April 1803	25 —	30 —	4 7 6		
Two Messuages on the East Side of Saint James's Street	Martha Best, and Abigail Best	20 June 1714	96 Yrs from 5 April 1768	5 April 1804	75 —	90 —	10 —		
One Messuage on the West Side of St. Alban's Street	John Macfar, Gent.	8 July 1755	37½ Yrs from 10 Oct'r 1767	5 April 1805	40 —	60 —	4 2 6		
One Messuage on the South Side of Saint James's Market Place, and Two on the West Side of Saint Alban's Street	W ^{ch} Surpheld and Wife	28 Nov' 1769	29½ Yrs from 5 April 1780	10 Oct'r 1807	90 —	85 —	9 10 —	11 2 —	from the Date.
One Messuage on the South Side of Charles Street	Anne Howley, W ^{ch}	10 April 1770	32½ Yrs from 5 Apr' 1782	10 Oct'r 1819	170 —	200 —	6 10 —	5 8 — 20 5 —	from 5 April 1785. from that Time.
One Messuage on the East Side of Saint James's Street	Dame Philadelphia Vandeput, Widow	16 Nov' 1785	28½ Yrs from 5 Apr' 1806	10 Oct'r 1834	230 —	340 —	25 —	28 15 —	from 5 April 1806.
Three on the South Side of Little Ryder Street 1, and Those small Messuages in Fox Alley, all lying together	W ^{ch} Mable, Esq ^r	18 Jan'y 1785	35½ Yrs from 10 Oct'r 1803	5 April 1834	80 —	140 —	5 10 —	10 —	from 10 Oct'r 1803.
Two Messuages on the East Side of Bay Street, and North Side of Great Ryder Street and One Messuage on the North Side of Piccadilly	The same	—	by the same Lease	5 April 1834	20 —	20 —	2 10 —		

ESTATES.	Names of Tenants.	Date of last Survey.	Terms granted.	Expenses.	Yearly Value per Acre in 1800.	Fines paid for last Enfranch.	Old Rents.	Intended Rents and New Rents.	Comments and Conditions at New Rents.
MIDDLESEX continued.									
Two Messuages on the West Side of Bury Street, and South Side of Little Ryder Street —	Mary Warner	21 Jan ^r 1743	33 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1800	5 April 1834	205 — —	360 — —	25 — 10		
One Messuage on the South Side of Great Ryder Street —									
Two Messuages on the West Side of Bury Street —									
Two Messuages in Palmer's Court, Bury Street —									
One Messuage on the West Side of Bury Street; And,									
One Messuage on the East Side of Duke's Street —	W ^m Wain, Esq ^r , and Wife	26 Aug ^t 1784	33 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1800	5 April 1834	350 — —	320 — —	11 2 6	18 13 —	from 10 Oct ^r 1800
Four Messuages on the East Side of Duke's Street, and South Side of Piccadilly —	The same	By the same Lease	22 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1800	5 April 1834	45 — —				
And One Messuage on the East Side of Bury Street —	Arch ^d Shields, Gent.	20 Febr ^y 1784	33 Y ^r from 10 Oct ^r 1800	10 Oct ^r 1833	40 — —	70 — —	5 6 8	5 — —	from 10 Oct ^r 1800.
Two Messuages on the East Side of Bury Street —	Elizabeth Snow, W ^m	25 April 1766	33 Y ^r from 10 Oct ^r 1780	10 Oct ^r 1815	32 — —	30 — —	5 15 —		
One Messuage on the North Side of King Street —	Nicholas Kettney, Gent.	21 Novemb ^r 1784	50 Y ^r from 10 Oct ^r 1781	10 Oct ^r 1831	14 — —	100 — —	1 15 —	2 19 —	all 5 April 1799, from that Time.
A Piece of Ground on the South Side of Tottenham's Court —	Thomas Clarke	24 Aug ^t 1770	20 $\frac{1}{2}$ Y ^r from 5 April 1799	10 Oct ^r 1819	68 — —	25 — —	6 13 6		
Two Messuages on the West Side of Bury Street —	John Gregory, the Elder	17 Febr ^y 1781	31 $\frac{1}{2}$ Y ^r from 5 April 1799	30 Oct ^r 1830	30 — —	40 — —	3 15 —	2 10 —	
One Messuage on the East Side of Bury Street —	Mary Slade, W ^m	3 Decemb ^r 1754	36 Y ^r from 5 April 1768	5 April 1804	30 — —	55 — —	2 10 —		
One Messuage on the South Side of Jeremy Street —	Richard Grant	5 Decemb ^r 1734	36 Y ^r from 5 April 1768	5 April 1804	26 — —	40 — —	2 10 —	5 7 6	
One Messuage on the West Side of Duke Street —	George Stubbs	8 Nov ^r 1765	44 $\frac{1}{2}$ Y ^r from 5 Apr ^t 1768	5 Jan ^r 1813	45 — —	130 — —	5 7 6		
Two Messuages on the South Side of Jeremy Street, and West Side of Market Street —	Thomas Boldon	21 Jan ^r 1778	15 Y ^r from 5 Jan ^r 1812	5 Jan ^r 1817	13 4 —	5 — —	4 — —	12 10 —	from 5 April 1800.
One Messuage on the South Side of Piccadilly —	George Dempster, and Ben ^t Way, Esq ^r , 10 Tru ^t	8 April 1786	35 Y ^r from 5 April 1800	5 April 1835	100 — —	220 — —	8 — —		
And West Side of Duke Street —	Thor Holgate	30 April 1763	32 Y ^r from 10 Oct ^r 1773	10 Oct ^r 1811	50 — —	110 — —	6 — —	10 — —	from 10 Oct ^r 1799.
Five Messuages situate between the Haymarket and Market Lane —	John Lought	19 June 1754	31 $\frac{1}{2}$ Y ^r from Mich ^x 1772	5 April 1804	33 — —	30 — —	3 17 6		
One Messuage on the South Side of Saint James's Market Place —	John Mallon, Esq ^r	21 Aug ^t 1777	27 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1799	5 April 1827	80 — —	70 — —	5 10 —	5 — —	
Two Messuages on the West Side of the Haymarket —	Croft Oving, Esq ^r	10 Nov ^r 1758	31 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1772	5 April 1808	38 — —	45 — —	5 — —		
One other Messuage on the North Side of Charles Street —	John Griffith	7 July 1767	45 Y ^r from 10 Oct ^r 1773	10 Oct ^r 1816	26 — —	90 — —	2 10 —	3 15 —	
One Messuage on the South Side of Piccadilly —	Matthew Nicholson	25 March 1759	35 Y ^r from 10 Oct ^r 1773	30 Oct ^r 1808	48 — —	35 — —	3 15 —		
One other Messuage on the South Side of Piccadilly —	Edw ^d Woodcock, Esq ^r	25 Jan ^r 1774	23 Y ^r from 10 Oct ^r 1810	30 Oct ^r 1823	30 — —	18 — —	3 15 —	4 — —	from the Date of the Lease.
One Messuage on the East Side of Duke Street —	Elizabeth Phillips, W ^m	25 Jan ^r 1775	27 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1796	5 April 1824	32 — —	20 — —	3 — —		
Four Messuages on the South Side of Pall Mall; And,	Edward Galloway, Esq ^r	6 April 1774	21 $\frac{1}{2}$ Y ^r from 5 Apr ^t 1812	10 Oct ^r 1823	285 — —	80 — —	36 10 —	24 — —	all 5 April 1798, from that Time.
Four on the East Side of St. James's Street —	John Phipps, Esq ^r , and Geo. Garnett, Esq ^r	21 Oct ^r 1772	24 Y ^r from 5 Apr ^t 1798	5 April 1822	375 — —	240 — —	30 — —		
Two Messuages on the South Side of Jeremy Street —	By the same Lease	—	—	—	—	—	—	80 — —	
Two Messuages on the North Side of Jeremy Street —	By the same Lease	—	—	—	—	—	—		

ESTATES.	Name of Lessee.	Date of his Lease.	Term granted.	Expenses.	Yearly Value for each Survey.	First paid for each Lease.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage on the South Side of Piccadilly, and one other there, on the East Side of the said-messuage.	John Harris, Esq ^r	24 Decem ^r 1770	{ For each Term 1100 ^s 40 ^d 10 ^d up a Greater Lease 10 50 Years	14 Decem ^r 1800	54	25	{ 2 10 -- 3 7 6 3 10 --	{ 3 -- -- 3 7 6 3 7 6	till 5 April 1798, from that Time, till 5 April 1803, from that Time.
Four enclosed Tenth Parts of Fourteen Messuages, a Stable Yard, and other Buildings, in the Haymarket, Edmund's Court, and Market Lane	John Perkins, Esq ^r	25 Jan ^r 1768	46 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1770	5 April 1817	{ 270 -- -- 270 -- --	{ 750 -- -- 450 -- --	{ 21 5 -- 6 15 -- 4 10 --		
Three enclosed Tenth Parts of the same Premises	James Chavert, and Robert Macintosh, Esq ^r	5 Feb ^r 1768	46 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1770	5 April 1817					
Four enclosed Tenth Parts of the same Premises	John Reynolds, Gent.	8 March 1768	46 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1770	5 April 1817					
One Messuage on the North Side of Charles Street, and	James Chavert, Esq ^r	12 March 1757	{ The 15 for 50 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1775 The other for 38 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1787	5 April 1806	14	20	{ 2 -- -- 1 -- --		
One Messuage on the West Side of Market Lane									
One Messuage on the North Side of Jeremy Street; and	William Eddley, Gent.	25 May 1786	12 Y ^r from 5 April 1803	5 April 1835	70	100	8 2 6		
One Messuage on the West Side of the Haymarket	(in Trust)								
One Messuage on the West Side of the Haymarket	Sir Elijah Impey, Esq ^r	26 Feb ^r 1779	45 $\frac{1}{2}$ Y ^r from 5 April 1803	10 Oct ^r 1828	20	20	1 15 --		
One Messuage on the South Side of Charles Street									
One on the East Side of Saint Alban's Street; and	Thos Peggittson, Esq ^r	25 July 1778	15 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1793	5 April 1827	140		{ 4 7 6 2 12 6 2 10 --	{ 27 10 --	from 10 Oct ^r 1793.
One on the North Side of Jeremy Street									
One on the North Side of Jeremy Street	Do	By the same Lease	20 Y ^r from 5 April 1805	Do	30		4 15 --		
One on the North Side of Jeremy Street	Henry Gresh	5 March 1745	16 $\frac{1}{2}$ Y ^r from March 1767	5 April 1794	46	40	6 -- --		
One Messuage on the West Side of Market Lane									
One Messuage on the South Side of Ryder Street, and East Side of Bury Street; and	Dorothea Heskins	5 Feb ^r 1767	41 Years from 5 July 1775	5 July 1816	60	180	8 5 --		
Two other Messuages on the East Side of Bury Street									
Two Messuages and a Stable Yard on the West Side, and near the upper End, of the Haymarket	Thomas Wood, Gent.	28 July 1783	33 Y ^r from 5 April 1802	5 April 1835	80	140	7 10 --	10 -- --	from 5 April 1802.
One Messuage on the West Side of Duke Street, and New Side of Ryder Street	Samuel Weddell	22 Decem ^r 1756	38 Years from 10 Oct ^r 1779	10 Oct ^r 1806	18	20	3 8 6		
Three Messuages on the West Side of Bury Street, and North Side of Ludlow Street	Godfrey Welley, Clerk	27 March 1773	11 $\frac{1}{2}$ Years from 5 Apr ^r 1801	10 Oct ^r 1822	50	25	8 5 --		
One Messuage on the North Side of Pall Mall	George Wagner, Esq ^r	16 Sep ^r 1785	25 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1809	5 April 1835	150	180	7 10 --	18 15 --	from 10 Oct ^r 1809.
Successive Messuages on the East Side of St James's Street, and in King Street	Richard Boulanger, Esq ^r (and another in Trust)	27 March 1780	36 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1799	5 April 1829	450	600	60 15 9		
One Messuage on the West Side of the Haymarket	Anna Maria King, W ^m	11 May 1767	43 Y ^r from 5 April 1774	5 April 1817	26	85	4 -- --		
Two Messuages on the West Side of the Haymarket; and			{ Part for 33 Y ^r from 10 Oct ^r 1776 The Rest for 15 $\frac{1}{2}$ Y ^r from 5 Apr. 1774	10 Oct ^r 1809	{ 45 -- -- 34 -- --	{ 70 -- --	{ 3 12 6 3 7 6		
One Messuage on the East Side of Market Lane	Jonathan Alderton	1 March 1760							
One Messuage on the West Side of St James's Market Lane	Jane Harris, Widow	28 April 1757	33 Y ^r from 5 April 1774	5 April 1807	33	35	4 8 6		
One Messuage on the South Side of Piccadilly	George Palmer, Gent.	21 Nov ^r 1770	46 Y ^r from 5 April 1774	5 April 1820	36	172	2 15 --	{ 3 6 -- 4 10 --	till 5 April 1774, from that Time.
Four Messuages, Two on the East Side of St Alban's Street; and	Thomas Robinson	14 April 1755	32 Y ^r from 10 Oct ^r 1770	10 Oct ^r 1804	80	100	9 10 --		
Two others on the West Side of Market Lane									

NAME OF TENANT	NAME OF LESSEE	DATE OF LEASE	TERM GRANTED	EXPENSE	YEARLY VALUE PER ACRE DUTY	FINE PAID FOR LEASE	OLD RATE	INCREASED RENT, AND NEW RATE	CONTINUANCE AND COMMENCEMENT OF NEW RATE
MIDDLESEX continued.									
One Messuage on the South Side of Pall Mall —	Thomas Worley, Esq	18 Decr 1773	15 Yrs from 10 Octr 1783	10 Octr 1822	40 —	45 —	4 5 —		
One Messuage four-leaved the last mentioned —	Richard Watkinson	10 Janr 1778	17½ Yrs from 10 Octr 1783	5 April 1827	20 —	40 —	2 —		
Three Messuages on the North Side of Great Ryder Street, demised, with several other Messuages, to —	Abraham Scott	11 Janr 1785	44½ Yrs from 10 Octr 1783	5 April 1824	53 —	240 —	5 —		
Two Messuages on the East Side of Bay Street, and North Side of King Street (Part of what was demised to John Harris) —									
Two Messuages on the South Side of High Holborn —									
Certain Coach Houses and Stables in Black Horse Yard, behind the Messuages last mentioned —									
Two Messuages on the North Side of Picca- dilly —									
One other Messuage on the North Side of Piccadilly —									
Two Messuages on the East Side of Duke Street, and South Side of Jeremy Street —	Sir John Shelley, Bart	2 June 1773	25 Yrs from 10 Octr 1797	10 Octr 1822	150 —	110 —	11 5 —	21 10 — till 10 Octr 1797, 18 15 — from that Time.	
N. B. One of these Messuages is since re- leased to Samuel Richards (vide Ed. 14).									
Two Messuages on the East Side of Duke Street —	John Gregory	17 Febr 1753	27½ Yrs from Mch. 1774	5 April 1802	45 —	35 —	7 10 —		
One Messuage on the West Side of Saint Al- ban's Street —	Fleming Pinkhas, Esq	11 Augr 1767	40½ Yrs from 10 Octr 1776	5 April 1827	15 —	40 —	2 5 —		
One other Messuage there, adjoining to the last mentioned —	The & Fleming Pinkhas	4 May 1776	49½ Yrs from 10 Octr 1776	5 April 1826	16 —	151 —	2 5 —		
One Messuage on the South Side of Picca- dilly —	John Gregory	27 April 1758	30 Yrs (as Surrender)	27 April 1808	15 —	15 —	2 10 —		
Two Messuages on the North Side of Ryder Street —	Robt Barnwell	30 Decr 1767	41 Years from 10 Octr 1776	10 Octr 1827	45 —	73½ —	7 15 —		
One Messuage on the North Side of Jeremy Street; and —	James Chancel, Esq	7 Febr 1776	49 Yrs from 10 Octr 1776	10 Octr 1825	25 —	140 —	5 17 6		
One on the South Side of Piccadilly —									
One Messuage on the North Side of Jeremy Street; and —									
One Messuage (formerly Stables) between Jeremy Street and Piccadilly —									
Two Messuages on the South Side of Jeremy Street —	Charles Wale, Esq	14 Decr 1770	30½ Yrs from 10 Octr 1783	5 April 1820	270 —	265 —	14 15 —	27 14 — till 10 Octr 1783 11 15 — from that Time.	
Four Messuages on the South Side of Jeremy Street, and West Side of Bay Street —	Thos Paines, Esq	17 Janr 1758	31 Yrs from 5 July 1773	5 July 1807	150 —	260 —	21 10 —		
Also, Two Messuages (the Crown and Temple Court, late Part of Lord Bute's) —	Charles Cuvangie, Esq	18 Janr 1785	13½ Yrs from 6 Apr 1802	6 July 1824	295 —	190 —	29 5 —	26 7 6 from 6 April 1802.	
One Messuage on the South Side of Jeremy Street —	Do —	11½ the same Lease	17½ Yrs from 15 Decr 1816	25 June 1834	45 —	—	2 —	5 12 6 from 15 June 1834.	
One Messuage on the North Side of Jeremy Street —	Wm Middleton, Esq	15 June 1781	30½ Yrs from 5 July 1798	5 Janr 1828	50 —	60 —	7 10 —		
One Messuage on the North Side of Jeremy Street —	Wm Rickards	21 May 1772	35 Yrs from 5 April 1788	5 April 1822	35 —	50 —	2 10 —	3 — till 5 April 1788, 4 7 6 from that Time.	
One Messuage on the South Side of St James's Market; and —									
Five Messuages on the East Side of Eagle Street —	Nathan Carriagosa	10 Decemr 1750	{ To make up the Sum of } { Terms 50 Years — }	21 Decr 1800	106 —	40 —	2 7 — 2 10 — 3 15 —		

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STATES.	Names of Tenants.	Dates of last Grants.	Terms granted.	Expirens.	Yearly Value per Acre Survey.	Taxes paid for last Grants.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage on the South Side of Piccadilly One Open Road, with Four Messuages on the Haymarket; and Three in Market Lane	Joseph Frost	10 March 1762	24 Y ^r from 10 Oct ^r 1787	10 Oct ^r 1812	75 —	30 —	7 10 —	63 10 —	from 24 January 1804.
One Messuage on the South Side of Jernyn Street; and Two Messuages on the North Side of St James's Market	Edward Vanburgh, Esq ^r	4 Jan ^r 1777	24 Y ^r from 24 Jan ^r 1804	24 July 1828	508 —	350 —	{ 33 6 8 } 26 13 4		
One Messuage on the South Side of Jernyn Street; and Two Messuages on the North Side of St James's Market	John Gray, and Peter Abdy Gray	18 March 1757	33 Y ^r from 10 Oct ^r 1773	10 Oct ^r 1806	105 —	100 —	11 5 —		
One Messuage on the South Side of Jernyn Street; and One Messuage on the North Side of Jernyn Street	Benjamin Lane	3 July 1755	29 Y ^r from 10 Oct ^r 1775	5 April 1805	40 —	35 —	1 17 6		
One Messuage on the South Side of Jernyn Street; and One Messuage on the East Side of Saint Albans Street	Mary Welch, W ^m	14 June 1765	30 Y ^r from 10 Oct ^r 1775	10 Oct ^r 1804	18 —	14 —	1 17 6		
One Messuage on the North Side of Jernyn Street; and One Messuage on the East Side of St Al- ban's Street	William Walker	4 Nov ^r 1765	35 Y ^r from 10 Oct ^r 1775	5 April 1815	55 —	135 —	5 10 —		
One Messuage on the North Side of Jernyn Street; and One Messuage on the East Side of St Al- ban's Street	Thomas Tenkyns, Esq ^r	13 Sep ^r 1765	{ For each Term 24 weeks make up 30 Years — }	13 Sep ^r 1815	30 —	45 —	1 17 6		
One Messuage on the North Side of Jernyn Street; and One Messuage on the East Side of St Al- ban's Street	Dorothy Harris, W ^m	30 October 1765	48 Y ^r from 10 Oct ^r 1775	10 Oct ^r 1817	15 —	40 —	2 —		
One Messuage on the North Side of Jernyn Street; and One Messuage on the East Side of St Al- ban's Street	George Walker	23 Aug ^r 1765	39 Y ^r from 10 Oct ^r 1775	5 April 1815	16 —	50 —	3 15 —		
Seven Messuages on the North Side of North Street, and the West Side of the Haymarket	Ellis and Mary Ponnant	25 Sep ^r 1759	54 Y ^r from 5 July 1775	5 July 1809	170 —	240 —	19 10 —		
Three Messuages on the West Side of a paved Passage on the North Side of Charles Street	Nathan Carrington, Esq ^r	4 Novem ^r 1765	{ For each Term 24 w ^k make up the Terms in being 30 Y ^r — }	4 Nov ^r 1815	210 —	600 —	{ 11 17 6 } 3 12 5		
Two other Messuages on the West Side of the said Passage									
Three Messuages on the East Side of the said Passage	Neal Hylton	1 March 1760	35 Y ^r from 10 Oct ^r 1775	5 April 1809	140 —	170 —	21 5 —		
Three other Messuages on the East Side of the said Passage									
One Messuage on the North Side of Charles Street	Sarah Orway, W ^m	2 Aug ^r 1784	20 Y ^r from 4 Dec ^r 1813	4 Decem ^r 1833	152 —	100 —	19 10 —	24 —	from 4 Decem ^r 1815.
Two Messuages on the North Side of King Street, and Two on the South Side of Ryder Street									
Five Messuages on the West Side of Well Street; and Five Messuages on the East Side of the same Street	William Powell, Esq ^r	19 October 1782	34 Y ^r from 5 April 1798	5 April 1832	60 —	50 —	5 12 6	7 10 —	from 5 April 1798.
One Messuage on the North Side of Charles Street									
Two Messuages on the West Side of Duke Street, situated with the preceding Mes- suages, on	Israel Ascher Andrew	25 May 1749	32 Y ^r from Mich ^r 1766	5 April 1798	55 —	100 (for all the Three Messuages)	6 17 6	{ being Part of a Rent of £ 12 10 11, reserved for these Messuages and the preceding ones.	
Two Messuages on the South Side of Piccadilly, and the East Side of Ryder Street	William Filson	9 March 1773	37 Y ^r from 5 Apr ^r 1785	10 Oct ^r 1822	34 —	35 —	1 18 6	3 —	from 5 April 1785.
One Messuage on the South Side of Piccadilly, and the East Side of Ryder Street	Sarah Bewley, and Wife	15 Aug ^r 1774	39 Y ^r from 5 April 1785	5 April 1824	40 —	60 —	1 6 3	5 —	from the Date
One Messuage on the South Side of Piccadilly, and the East Side of Ryder Street	Edmund Waller, Esq ^r	9 March 1746	25 Y ^r from 10 Oct ^r 1775	5 April 1799	60 —	40 —	19 10 —		
Two Messuages on the South Side of Piccadilly, and the East Side of Ryder Street	Robt Piffry	10 Nov ^r 1777	30 Y ^r from 10 Oct ^r 1796	5 April 1827	90 —	80 —	5 —	14 5 —	from 10 Oct ^r 1796.
Two Messuages on the South Side of Piccadilly, and the East Side of Ryder Street	Elizabeth Smith, W ^m	12 May 1772	35 Y ^r from 10 Oct ^r 1796	10 Oct ^r 1831	53 —	48 —	3 15 —	4 10 —	11 10 Oct ^r 1796.
One Messuage on the South Side of Jernyn Street	Robert Latham, and others	23 Oct ^r 1778	43 Y ^r from 10 Oct ^r 1798	10 Oct ^r 1841	120 —	660 —	19 10 —	6 12 6	from that Time.
Seven Messuages on the East Side of St James's Street, and South Side of Ryder Street								21 5 —	from 10 Oct ^r 1778.

ESTATES.	Name of Lessee.	Date of 1st Lease.	Term granted.	Expiren.	Yearly Value per Acre Survey.	Plot paid for 1st Lease.	Old Rate.	Improved Rate and New Rate.	Commencement and Continuance of New Rates.
MIDDLESEX continued.									
Two Messuages on the West Side of Duke Street	Richard Bullock	3 Febr/ 1767	31 Y ^r from 10 Oct/ 1785	10 Oct/ 1816	70 —	70 —	6 5		
Three Messuages (now four) on the East Side of St. James's Street	Wickcomb, Henry Hardy, Edw.	4 Nov/ 1782	41½ Y ^r from 5 April 1790	10 Oct/ 1831	700 —	1,200 —	20 —	37 10 —	from 5 April 1790.
A Piece of Ground with Coach Houles and Stables, on the West Side of Saint Albans Street, being the Stable Yard to Norfolk House	Edw ^d Duke of Norfolk	15 Febr/ 1754	24½ Y ^r from 5 April 1789	10 Oct/ 1813	60 —	30 —	3 15		
One Messuage on the North Side of Jeremy Street, and the East Side of Eagle Street	Edmond Burton	24 Nov/ 1766	28 Y ^r from 5 April 1788	5 April 1816	25 —	20 —	2 3 9		
One Messuage on the North Side of Jeremy Street, adjoining to the last-mentioned	W ^m Reid, Clk. and another in Tru ^t	19 Febr/ 1774	35 Y ^r from 5 April 1788	5 April 1823	30 —	26 —	2 3 9	2 12 6 3 15 —	ditto 5 April 1788. from that Time.
Stewards Messuages, and several Coach Houles and Stables, on the West Side of the Haymarket	Francis Pabley, Edw.	25 June 1765	22½ Y ^r from 5 April 1792	10 Oct/ 1814	480 —	800 —	55 —		
Four Messuages on the South Side of Piccadilly One other Messuage on the South Side of Piccadilly And One Messuage on the South Side of St. John Lane	Christopher Key, Gent.	28 Febr/ 1756	{ For each Term as would make up the former Term to 30 Y ^r — }	28 Febr/ 1806	{ 100 — 14 — — }	{ — 35 — — }	{ 13 15 — 5 5 — 1 17 6 }		
Eleven Messuages situate together on the South Side of Jeremy Street, the East Side of Market Street, and the North Side of Saint James's Market	Richard Canbidge, Edw.	9 Oct/ 1770	26½ Y ^r from 10 Oct/ 1792	5 April 1820	900 —	830 —	31 5	37 10 —	from the Date of the Lease.
One Messuage on the West Side of Bury Street	Nathaniel Brett, Edw.	3 Febr/ 1767	32½ Y ^r from 10 Oct/ 1783	5 April 1816	32 —	35 —	2 10 —		
Seven small Messuages on the West Side of Duke Street	Thomas Clarke	19 April 1775	12½ Y ^r from 5 April 1812	10 Oct/ 1824	70 —	20 —	4 5	5 5 —	from the Date of the Lease.
Two Messuages on the West Side of Bury Street	Alexander Chambers	2 Oct/ 1765	{ 30 Y ^r from the Date (on Sav ^y) — }	2 Oct/ 1815	40 —	40 —	3 7 6		
One Messuage on the South Side of Jeremy Street	Hannah Chilton, W ^m	11 May 1782	26 Y ^r from 5 July 1805	5 July 1831	50 —	40 —	7 10 —		
One Messuage on the West Side of Duke Street	Elizabeth Scott, W ^m	20 July 1776	39 Y ^r from 5 April 1787	5 April 1826	15 —	25 —	1 6		
Two Messuages on the North Side of King Street, and the West Side of Duke Street, and One Messuage on the North Side of Pall Mall	Charles Phillips, Edw.	21 Febr/ 1758	30 Y ^r from 5 April 1787	5 April 1807	120 —	40 —	6 14 —		{ Part of a Rent of £. 100. s. 6d. referred for this and the Messuage next mention- ed, which was contained in some Lease.
One Messuage on the West Side of Market Street	W ^m Phillips, Clerk, and Jonathan Phil- lips, Edw.	19 July 1780	23 Y ^r from 5 April 1807	5 April 1830	30 —	24 —	3 13 6		
Two Messuages on the North Side of King Street	James West, Edw.	27 June 1777	39½ Y ^r from 5 April 1787	10 Oct/ 1826	60 —	150 —	4 1	7 10 —	from 5 April 1787.
Seventeen Messuages on the South Side of Pall Mall	Thos ^t Thos ^t Thos ^t Thos ^t very	8 Aug ^t 1760	31 Y ^r from 5 April 1789	5 April 1820	380 —	130 —	37 10 —		
Two Messuages on the South Side of Piccadilly	John Johnson and Wil- liam Brotherton	4 April 1758	47 Y ^r from Mch. 1740	10 Oct/ 1787	28 —	50 —	3 10 —		
Three Messuages on the West Side of Market Lane	Edw ^d Escham and Hen ^d Gregory	25 May 1762	45 Y ^r from 5 April 1767	5 April 1812	30 —	50 —	2 12 6		
Three Messuages on the West Side of Great Seal Street And One Messuage on the East Side of St. Albans Street	Richard Kerby, Edw.	31 March 1784	34½ Y ^r from 5 April 1801	10 Oct/ 1835	95 —	110 —	{ 2 12 6 3 — }	7 10 — 4 7 6	from 5 April 1801.
One Messuage on the East Side of St. Albans Street	Richard Kerby, Edw.	27 July 1772	30½ Y ^r from 5 April 1789	10 Oct/ 1819	40 —	20 —	3 10 —		from 5 April 1801.

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expenses.	Yearly Value per last Survey.	Fine paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage on the South Side of Jersey Street (joined with Three other Messuages, since renewed to S. Richards, as under) —	Thos ^r Churchill	26 July 1750	34 ¹ Y ^r from M ^{rs} . 1755	5 April 1800	80 —	60 (for these Four Messuages)	2 —	{ Part of a Rent of £. 5. 5. relieved for the said Four Messuages.	
One Messuage on the North Side of Piccadilly, and West Side of Eagle Street (Part of the Premises demised to Thos ^r Churchill, as above) —	D ^r —	by the same Lease	24 Y ^r from Lady Day 1766	5 April 1800	105 —	150 —	9 15 —		
Three Messuages on the South Side of Piccadilly, and West Side of Eagle Street (Part of the Premises demised to Thos ^r Churchill, as above) —	Samuel Richards	14 Oct ^r 1784	17 Y ^r from 30 Oct ^r 1815	30 Oct ^r 1835	95 —	—	3 5 —	11 17 6	from 10 Oct ^r 1816.
One other Messuage (formerly Two) on the South Side of Piccadilly, late Anthony Nott's —	D ^r —	by the same Lease	19 ¹ Y ^r from 5 April 1814	D ^r —	75 —	110 —	3 10 —	9 7 6	from 5 April 1814.
One other Messuage in Duke Street and Jersey Street, late Sir John Stirling's —	D ^r —	D ^r —	11 Y ^r from 30 Oct ^r 1821	D ^r —	50 —	—	—	6 5 —	
Three Messuages on the North Side of Jersey Street, and Three small Messuages in a Court behind them —	John Jones	26 Feb ^r 1778	30 Y ^r from 10 Oct ^r 1790	10 Oct ^r 1820	65 —	50 —	6 5 —	7 10 — 7 17 6	10 Oct ^r 1790. from that Time.
The Fleets Inn (now the White Bear) and six other Messuages, lying together on the South Side of Piccadilly, and North Side of Jersey Street —	Robert Marl, and others	22 May 1770	28 ¹ Y ^r from 5 Apr ^l 1791	30 Oct ^r 1819	228 —	250 —	16 15 —	20 2 — 27 5 —	5 April 1791. from that Time.
One Messuage on the North Side of King Street —	James Meredith	3 May 1774	35 Y ^r from 30 Oct ^r 1788	30 Oct ^r 1823	50 —	65 —	5 12 6		
One Messuage on the West Side of Hedge Lane —	D ^r —	by the same Lease	35 Y ^r from 12 Feb ^r 1789	12 Feb ^r 1824	30 —	30 —	1 13 4	3 15 —	from the Date of the Lease.
One Messuage on the East Side of Bury Street —	Karson Cooke, Gent.	21 Feb ^r 1784	16 Y ^r from 5 July 1812	5 July 1833	30 —	16 —	2 —	3 15 —	from 5 July 1812.
One Messuage on the South Side of Piccadilly —	Johns Sharpe, Gent.	30 Oct ^r 1778	41 Y ^r from 30 Oct ^r 1785	30 Oct ^r 1827	40 —	110 —	3 15 —	5 —	from 30 Oct ^r 1786.
A Piece of Ground with Twenty Messuages (some, situate together on the South Side of Piccadilly, the North Side of Church Street, the East Side of Church Square, and in Church Court; and another Piece of Ground with Five Messuages, on the South Side of Little Jersey Street, six Messuages on the East Side of St. James's Street, and four in Crown and Seaport Court —	Charles Maseingham, Esq ^r	21 Jan ^r 1785	17 ¹ Y ^r from 15 Dec ^r 1805	15 June 1834	600 —	560 —	25 —	125 —	from 15 Dec ^r 1816.
Three Messuages on the South Side of Jersey Street, and Two behind them, adjoining to the North Side of Saint James's Market —	Waring Willett, Clerk	4 Feb ^r 1773	36 ¹ Y ^r from 10 Oct ^r 1785	5 April 1828	50 —	150 —	7 17 6		
One Messuage on the West Side of Bury Street —	Daniel Case	2 July 1765	30 ¹ Y ^r from 30 Oct ^r 1780	5 April 1813	17 —	20 —	1 12 6		
One Messuage on the West Side of Duke Street —	Harz De Thil, Esq ^r	25 May 1768	25 ¹ Y ^r from 30 Oct ^r 1784	5 April 1801	20 —	15 —	2 10 —		
One Messuage on the South Side of Piccadilly —	John and W ^m Gibbard	20 July 1764	33 Y ^r from 10 Oct ^r 1781	30 Oct ^r 1813	50 —	50 —	3 18 —		
One Messuage on the West Side of Bury Street —	George Walton	3 March 1765	30 Y ^r from 10 Oct ^r 1782	30 Oct ^r 1812	18 —	10 —	1 12 6		
Three Messuages and a Stable Yard, on the West Side of Duke Street —	William Adair, Esq.	14 March 1775	25 ¹ Y ^r from 30 Oct ^r 1800	5 April 1824	34 —	20 —	8 8 6		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expire/Quit.	Yearly Value per Acre Survey.	Flats sold for last Leases.	Old Rents.	Increased Rents and New Rents.	Comments and other Remarks of New Rents.
MIDDLESEX continued.									
One Messuage on the East Side of Market Lane	Thomas Smith	14 April 1767	42 Y ^r from 10 Oct ^r 1774	10 Oct ^r 1816	18	50	2 5		
Two Messuages on the South Side of Piccadilly, and Two other Messuages behind them, on the North Side of Jeremy Street (the Whole formerly Eight Messuages)	Charlotte Brown, Spin ^r	18 June 1761	49 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1781	5 April 1811	75	50	10		
One Messuage on the West Side of Saint Alban's Street	Mary Brougham	4 Nov ^r 1766	{ For Cash Term as would make up 50 Years }	4 Nov ^r 1816	15	15	2 5		
One Messuage on the West Side of Saint Alban's Street	Charles Brown	30 Aug ^t 1782	36 Y ^r from 10 Oct ^r 1803	10 Oct ^r 1831	50	54	6 5		
One Messuage on the West Side of Bury Street	Edward Colony	3 June 1767	36 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1780	5 April 1817	18	45	5 15		
Three Messuages on the South Side of Jeremy Street, and the West Side of Duke Street	Edward Holden	27 Aug ^t 1763	30 $\frac{1}{2}$ Y ^r from 5 April 1781	10 Oct ^r 1811	50	40	8 2 6		
One Messuage on the North Side of Little Ryder Street	David Price	16 Nov ^r 1763	33 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1773	5 Jan ^y 1813	26	33	2 15		
Two Messuages on the West Side of Bury Street, Three Messuages on the West Side of Duke Street, and several small Tenements in a Court behind them	Thomas Clarke	2 Feb ^r 1760	29 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1779	5 April 1809	140	115	18 17 6		
One Messuage on the North Side of Jeremy Street (late Robert Archer)	Robert Mackreth, Esq ^r	22 May 1765	28 Y ^r from 17 Jan ^y 1807	17 Jan ^y 1835	75	190	10	26 5	from 13 Dec ^r 1816.
Also Seven Messuages in Little Jamaica Street, and Saint James's Square (late Lord Bute's)	Do	By the Gene Lease	18 Y ^r from 15 Dec ^r 1816	15 Decem ^r 1834	210	45	10	9 7 6	from 10 Oct ^r 1803.
Four Messuages on the North Side King Street, and the West Side of Bury Street	Geo. John Tappin, Esq ^r	2 Decem ^r 1780	25 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1803	5 April 1830	75	70	7 10		
Fourteen Messuages, situate together on the West Side of the Haymarket, the North Side of Pall Mall, and the East Side of Market Lane	Henry & George Darrell, Esq ^r	27 June 1764	28 Y ^r from 5 April 1792	5 April 1814	450	Old Rent 180	5 5	Referred in Rent from 5	Addition to the Old April 1792.
One Messuage on the North Side of St James's Market, and One other Messuage behind the same, and Two other Messuages on the North Side of St James's Market	Thomas Kedge, Esq ^r	4 March 1754	35 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1766	5 April 1803	75	90	4 12 6 5 10		
One Messuage on the South Side of Jeremy Street	Joseph Pearce	26 Feb ^r 1767	49 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1766	5 April 1816	18	180	2 5		
Two Messuages on the South Side of Piccadilly	Joseph Edmonson	19 June 1736	37 Y ^r from 10 Oct ^r 1766	10 Oct ^r 1803	40	65	3 15		
Four Messuages on the North Side of Jeremy Street	Robert Shook, Gent.	17 June 1780	25 Y ^r from 5 April 1804	5 April 1830	53	80	8 10	18 5	from 5 April 1804.
One Messuage on the West Side of St James's Market Place	Ellis Coulthart	11 Feb ^r 1764	39 Y ^r from 5 April 1774	5 April 1813	38	80	5		
Three Messuages on the West Side of St James's Market Place	Martha Spenser, Spin ^r	11 May 1776	22 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1803	5 April 1826	100	60	11 5		
The Green, Mocha House, Shop, South, and other Buildings, called St James's Market	Thomas Hall, Esq ^r	22 May 1806	92 Y ^r from Mich ^d 1740	10 Oct ^r 1899	500	1,500	10		
One Messuage on the West Side of Market Street	Thomas Allen, Jun ^r	4 March 1784	30 Y ^r from 5 April 1803	5 April 1833	20	30	3 2 6		
One Messuage on the South Side of Piccadilly	Anne Walker, W ^r	4 March 1784	30 $\frac{1}{2}$ Y ^r from 5 April 1803	10 Oct ^r 1833	60	80	5	7 10	from 5 April 1803.
One Messuage on the East Side of Saint Alban's Street	Timothy Roper	15 May 1758	32 Y ^r from 5 July 1773	5 July 1807	18	20	2 5		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre Survey.	Value paid for last Lease.	Old Rents.	Revised Rents and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage on the West Side of Market Lane A Piece of Ground containing Half an Acre, with Nineteen Messuages thereon, on the West Side of King Street, the North Side of Beak Street, and the East Side of Swallow Street —	John Linsley —	20 July 1758	40 Y ^r from 10 Octo ^r 1707	10 Octo ^r 1807	26 —	60 —	— 5 —		
Three Messuages on the North Side of Piccadilly, and South Side of Ship Lane; Two other Messuages on the South Side of Ship Lane, and One on the East Side of Ayr Street —	William Sharpe, Esq ^r —	28 July 1764	32 Y ^r from 25 Feb ^r 1732	25 Feb ^r 1814	200 —	80 —	15 13 6		
Two Messuages on the North Side of Piccadilly —	Guy Stone —	24 Decem ^r 1763	38 Y ^r from 5 April 1725	5 April 1813	89 —	100 —	7 13 6		
Two Messuages on the North Side of Piccadilly —	Thomas Allen —	21 July 1773	30 Y ^r (on Surrender)	21 July 1823	45 —	75 —	1 5 3		
One Messuage on the North Side of Piccadilly —	John Duckroft —	23 Jan ^r 1767	41 Y ^r from 5 July 1725	5 July 1816	85 —	65 —	2 10 —		
Two Messuages on the North Side of Piccadilly —	Charlotte Cartwright, W ^o —	29 Nov ^r 1765	39 1/2 Y ^r from 5 July 1725	5 Jan ^r 1815	50 —	140 —	3 —		
Two Messuages on the West Side of Swallow Street —	Nathan Carvington —	11 Decem ^r 1758	For each Term as would make 37 5/8 Y ^r from the Date —	11 Dec ^r 1808	20 —	80 —	2 10 —		
A Piece of Ground on the West Side of Swallow Street, whereon formerly stood Six Messuages, Five of which were then in Ruins —	D ^r —	By Sale from Lease	D ^r —	D ^r —	35 —	60 —	4 10 —		
One Messuage on the West Side of Ayr Street —	Thomas Bell —	9 Octo ^r 1769	48 1/2 Y ^r from 5 July 1725	5 Jan ^r 1829	30 —	50 —	2 10 —	3 —	from the Date of the Lease.
Two Messuages on the West Side of Ayr Street —	Sarah Cookin —	22 June 1761	32 1/2 Y ^r from 5 July 1725	5 April 1811	32 —	50 —	4 7 6		
One Messuage on the West Side of Ayr Street —	William Cox —	5 Decem ^r 1734	36 Y ^r from 5 April 1768	5 April 1804	65 —	110 —	6 10 —		
Two Messuages on the East Side of Ayr Street —	William Higgins —	27 April 1758	39 1/2 Y ^r from 5 April 1768	10 Octo ^r 1807	13 —	30 —	3 2 6		
One Messuage on the North Side of Little Swallow Street —	Samuel Vandewall, and W ^o —	10 Feb ^r 1762	42 Y ^r from 5 April 1768	5 April 1810	14 —	35 —	3 10 —		
Two Messuages on the South Side of Mary- bone Street —	Charles Albert, and John Harris —	27 April 1758	38 Y ^r from 10 Octo ^r 1769	10 Octo ^r 1807	60 —	110 —	3 2 6		
Eleven Messuages in Marybone Street, Gib- son's Court, and Cable Street —	Edw ^d Hodgkin, and Edw ^d —	3 Octo ^r 1779	27 Y ^r from 5 April 1802	5 April 1829	110 —	100 —	12 17 6	13 15 —	from 5 April 1802.
Three Messuages on the East Side of Great Swallow Street —	Steele, Esq ^r (on Trust) —	13 Decem ^r 1764	48 Y ^r from 5 April 1766	5 April 1814	18 —	85 —	1 17 6		
Four Messuages (formerly One Messuage) on the North Side of Gliffrush Street —	Rosene Fingergeld, Esq ^r —	13 Decem ^r 1764	48 Y ^r from 5 April 1766	5 April 1814	60 —	90 —	4 7 0	7 10 —	from 5 April 1802.
Four Messuages, with several Coach Houses and Stables, on the East Side of Great Swallow Street, and North Side of Little Swallow Street, now converted into Eight Messuages —	Anna Greening, W ^o —	28 Sep ^r 1784	30 Y ^r from 5 April 1804	5 April 1834	100 —	20 —	5 10 —		
A Stable and Coach House on the West Side of Cable Street; and One Messuage, with Coach Horses and Stables, on the South Side of Ship Lane —	Anthony Bruce —	3 May 1754	For each Term as would make up 50 Y ^r from the Date —	3 May 1804	100 —	20 —	5 10 —		
Four Messuages, Situate on the West Side of Swallow Street, and the South Side of Gliffrush Street —	Mary Holbeck —	24 Decem ^r 1763	33 1/2 Y ^r from 10 Octo ^r 1789	5 April 1813	48 —	25 —	3 15 —		
	Anna Greening, W ^o —	28 Sep ^r 1784	33 Y ^r from 5 April 1802	5 April 1834	30 —	100 —	3 5 —	6 5 —	from 5 April 1802.

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expiration.	Yearly Value per last Survey.	Rents paid for last Leases.	Old Rents.	Improved Rents and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
Six Messuages on the South Side of Marybone Street, and Nine Messuages and a Stable Yard on the East Side of Great Vine Street: Also Six Messuages on the West Side of Great Vine Street, and Three Messuages on the South Side of Giltishoe Street	Sir Joseph Andrews, B ^t	16 Febr ^y 1775	22 Y ^{rs} from 5 April 1808	5 April 1824	321 —	350 —	17 10 6 6 17 6	89 5 —	from the Date of the Lease.
Two Messuages on the East Side of Vine Street	Richard Trowbridge	8 July 1766	45 Y ^{rs} from 10 Oct ^r 1769	5 April 1813	50 —	230 —	5 18 6		
Two Messuages on the West Side of Ayr Street	W ^m Beckford, Esq ^r	23 July 1766	45 Y ^{rs} from 10 Oct ^r 1769	5 April 1813	50 —	230 —	5 18 6		
A Piece of Ground, with Fourteen small Tenements, is a Place called Murrell's Yard, on the North Side of Piccadilly: Also the Angel Inn, and Three other Tenements, on the North Side of Piccadilly	John Elwes, Esq ^r	27 Febr ^y 1772	33 Y ^{rs} from Mich ^l 1765	10 Oct ^r 1798	228 —	300 —	34 15 —		
Three Messuages on the West Side of Ayr Street	Hannah Birch	5 Febr ^y 1772	31 Y ^{rs} from Mich ^l 1769	10 Oct ^r 1800	55 —	50 —	6 —		
Eight Messuages situate together on the North Side of Marybone Street, the South Side of Stower Street, and the East Side of Francis Street	Edward Smith, Gent.	17 Febr ^y 1765	For each Term as would make up a former Term to 30 Years —	27 Febr ^y 1813	165 —		8 15 —		
Also One Messuage on the North Side of Piccadilly, and One on the East Side of Great Swallow Street	D ^e — —	By the same Lease	D ^e — —	— —	34 —	1,500 —	3 5 —		
And One Messuage on the West Side of Ayr Street	D ^e — —	D ^e — —	D ^e — —	— —	28 —	— —	3 5 —		
Five Messuages on the West Side of Swallow Street, and Two Messuages on the North Side of Piccadilly	Jane Viscountess Don ^a . per Gallway — —	26 May 1766	25 Y ^{rs} from 19 June 1800	19 Decem ^r 1815	90 —	15 —	13 8 6		
Two Messuages on the North Side of Piccadilly, and One Messuage behind the same, in Cable Street	Sarah Compers, W ^o	30 Oct ^r 1769	21 Y ^{rs} from 10 Oct ^r 1799	10 Oct ^r 1827	65 —	20 —	5 —		
One Messuage (since converted into Two) on the South Side of Marybone Street	John Farr	26 June 1760	24 Y ^{rs} from 10 Oct ^r 1783	10 Oct ^r 1809	54 —	30 —	3 —		
One Messuage and a Passage on the North Side of Marybone Street	Elizabeth May	26 Febr ^y 1772	30 Y ^{rs} from 10 Oct ^r 1799	10 Oct ^r 1820	50 —	48 —	3 7 6	4 1 —	21 10 Oct ^r 1790.
One Messuage on the South Side of Marybone Street	William Robins	21 July 1748	For each Term as would make up 30 Y ^{rs} —	1 Aug st 1798	22 —	30 —	8 10 —	6 5 —	21 10 Oct ^r 1790.
Nine Messuages on the East Side of Great Swallow Street, and Two Messuages on the West Side of Vine Street, with a Stable Yard between the Premises is shole Two Streets	Catharine Symonds, W ^o	27 April 1786	24 Y ^{rs} from 5 April 1811	5 April 1835	200 —	190 —	7 15 —	25 —	from 5 April 1811.
A Piece of Ground on the East Side of Swallow Street, and the West Side of Vine Street, with Fifteen Messuages and other Buildings thereon	Robert Farrier, Esq ^r and John Rhodes, Jun ^r	26 March 1776	35 Y ^{rs} from 5 April 1789	5 April 1824	244 —	460 —	8 15 —	14 17 — 30 20 —	21 5 April 1789. from that Time.
A Piece of Ground, with Coach Houses and Stables, on the West side of Swallow Street: Also a Messuage on the North Side of Giltishoe Street	Henry East, Esq ^r	29 May 1764	For each Term as would make up 50 Y ^{rs} from the Date — —	29 May 1814	112 —	45 —	5 2 6 1 12 6		

ESTATES.	Name of Lessee.	Date of last Lease.	Tenure granted.	Expire.	Yearly Value per last Survey.	Price paid for last Lease.	Old Rents.	Imputed Rents and New Rents.	Consentment and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage on the North Side of Piccadilly, Three Messuages and other Buildings on the North Side of Piccadilly.	John Chilse —	20 Feb ^r 1796	31 st Y ^r from 5 April 1774	10 Oct ^r 1805	24 —	25 —	1 5 —		
One Messuage (being the Corner House) on the North Side of Piccadilly, and West Side of Ayr Street	Mary Hudson, W ^o —	4 Nov ^r 1746	50 Y ^r (on Surrender)	25 Nov ^r 1796	35 —	30 —	7 10 —		
One Messuage on the West Side of Ayr Street, adjoining to the Messuage last mentioned; One Messuage on the North Side of Piccadilly, adjoining to Shog Lane; and Two other Messuages on the South Side of Shog Lane	Joshua Sharpe, Gent. —	17 March 1781	38 Y ^r from 10 Oct ^r 1791	10 Oct ^r 1830	15 —	40 —	4 —		
One Messuage on the North Side of Piccadilly, Seven Messuages on the South Side of Shog Lane, and One other Messuage on the South Side of Shog Lane: All which, together with the Messuages retained as above to Joshua Sharpe and Elizabeth Outley, were devised, under One Rent of £ 10, 10	Elizabeth Outley, 6 Pl ^o —	10 Jan ^r 1778	50 th Y ^r from 10 Oct ^r 1791	5 April 1827	84 —	130 —	6 6 8	10 10 —	from 10 Oct ^r 1791.
Twenty-one Messuages, and a Stable Yard, situate together on the West Side of Swallow Street, the North Side of Gluckhous Street, and South Side of Leinster Street	William Sharpe, Esq ^r —	6 Aug ^t 1743	21 Y ^r from Mich ^l 1771	10 Oct ^r 1798	—	{ 50 — — (for all the Messuages devised.)	11 13 6	{ using the Residue of the Rent of £. 10 referred for the Whole.	
One Messuage on the North Side of Piccadilly, One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	James Jarvis, Esq ^r —	3 July 1755	50 Y ^r (on Surrender)	3 July 1805	650 —	120 —	12 10 —	4 15 —	from 10 Oct ^r 1808.
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Caleb Furnell, and oth ^r —	19 July 1787	24 th Y ^r from 10 Oct ^r 1810	5 April 1835	35 —	80 —	4 10 —		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	George Keighly —	7 Aug ^t 1758	27 Y ^r from 5 Apr ^l 1780	5 April 1807	25 —	30 —	2 10 —		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Henry Martin, Esq ^r —	29 May 1764	33 th Y ^r from 10 Oct ^r 1780	5 April 1804	50 —	45 —	9 —		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	J ^r Bligh, and others (as Tr st) —	9 Oct ^r 1769	10 th Y ^r from 5 April 1779	10 Oct ^r 1818	25 —	55 —	2 10 —	3 —	from the Date of the Lease.
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Robert Strog —	4 March 1767	{ For each Term as would make up 50 Y ^r from the Date	4 March 1817	44 —	120 —	3 15 — 2 12 6	3 6 —	ill to Oct ^r 1798. from that Term.
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Andrew Patterson —	15 March 1771	44 Y ^r from 10 Oct ^r 1798	10 Oct ^r 1840	40 —	250 —	2 15 —	5 —	
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Joseph Tassing —	3 March 1773	34 Y ^r from 10 Oct ^r 1771	10 Oct ^r 1807	73 —	65 —	8 —		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Thomas Deane, Gent. (as Tr st) —	19 July 1785	26 Y ^r from 10 Oct ^r 1808	10 Oct ^r 1834	80 —	80 —	4 —	10 —	from 10 Oct ^r 1808.
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	James Mallers —	3 Decem ^r 1767	42 Y ^r from 5 July 1775	5 July 1817	42 —	120 —	5 7 6		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	John Gardie, and Abraham Hancock (as Tr st) —	26 June 1779	26 th Y ^r from 5 July 1804	5 Jan ^r 1831	110 —	80 —	8 10 —	13 15 —	from 5 July 1804.
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Oliver Carr —	2 Feb ^r 1760	33 th Y ^r from 5 July 1775	5 April 1809	47 —	50 —	5 10 —		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	John Mackin, Esq ^r —	31 March 1763	40 Y ^r from 10 Oct ^r 1773	10 Oct ^r 1812	14 —	24 —	1 15 —		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	Stephen Proham —	15 Feb ^r 1764	45 Y ^r from 10 Oct ^r 1773	10 Oct ^r 1813	37 —	120 —	3 —		
One Messuage on the North Side of Piccadilly, called The Black Bear Inn, with the Stable, and other Buildings thereon belonging	James Mallers —	26 May 1766	45 th Y ^r from 5 April 1770	10 Oct ^r 1815	25 —	110 —	2 2 6		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre Survey.	Prices paid for last Leases.	Old Rents.	Imputed Rents and New Rents.	Comments and Considerations of New Rents.
MIDDLESEX continued.									
Two Messuages, one on the West Side of Ayr Street, the other behind it, exceeding so Little Swallow Street —	James Ansdley	— 1753 —	33 Y ^r from Lady Day 1769 —	5 April 1802 —	35 —	40 —	3 5 —		
Two Messuages on the East Side of Ayr Street, and the North Side of Castle Street —	David Cooke	— 4 July 1763 —	47 Y ^r from 5 April 1766 —	5 April 1813 —	16 —	60 —	2 5 —		
Two Messuages on the East Side of Ayr Street, and South Side of Marybone Street —	John Milner	— 4 March 1754 —	37 Y ^r from 5 April 1766 —	5 April 1803 —	25 —	30 —	2 10 —		
Three Messuages situate together on the North Side of Piccadilly, the East Side of Ayr Street, and the South Side of Castle Street —	Elizabeth Morris, W ^c	— 1 March 1753 —	34½ Y ^r from 5 April 1768 —	10 Octob ^r 1802 —	50 —	60 —	6 —		
Six Messuages on the South Side of Jeremy Street, and the West Side of Market Lane, and One Messuage on the West Side of the Haymarket —	Robert Hacker, Esq ^r	— 10 Feb ^r 1775 —	21 Y ^r from 10 Octob ^r 1803 —	10 Octob ^r 1824 —	145 —	60 —	8 2 6 —	9 15 —	from the date of the Lease.
Six Messuages on the South Side of Piccadilly, and Three on the West Side of the Haymarket —	Samuel Smith	— 4 March 1754 —	33½ Y ^r from 10 Octob ^r 1769 —	5 April 1803 —	180 —	270 —	13 17 6 —		
One Messuage on the West Side of Ayr Street —	Elizabeth Hanfou	— 6 June 1754 —	36 Y ^r from 5 April 1768 —	5 April 1804 —	16 —	124 (for this and Two other Messuages.)	1 10 —	for this Messuage only.	
Two Messuages and other Buildings on the North Side of Piccadilly, and the South Side of Castle Street —	Joseph Ballard	— 9 Novemb ^r 1779 —	25 Y ^r from 5 April 1804 —	5 April 1829 —	60 —	59 —	6 10 —	7 10 —	from 5 April 1804.
Four Messuages on the North Side of Jeremy Street, and East Side of Dover Street —	Rev ^d Sam ^l Glash, D. D.	— 22 July 1785 —	27½ Y ^r from 5 April 1808 —	10 Octob ^r 1835 —	120 —	150 —	10 7 6 —	17 10 —	from 5 April 1808.
Two Messuages on the East Side of Bury Street —	William Brunnell	— 13 June 1760 —	35½ Y ^r from 5 April 1774 —	10 Octob ^r 1810 —	42 —	50 —	6 10 —		
Two Messuages on the East Side of St. Albans Street —	John ^s Chadekirk Dar- den, Esq ^r	— 5 Feb ^r 1773 —	15½ Y ^r from 29 Jan ^y 1807 —	29 July 1822 —	65 —	20 —	5 15 —	6 10 —	will 29 Jan ^y 1807, from that Time.
Two Messuages on the North Side of Charles Street, and West Side of Market Lane; and One Messuage on the East Side of St. Alban's Street —	Robert Smith	— 15 March 1771 —	45 Y ^r from 10 Octob ^r 1779 —	10 Octob ^r 1820 —	54 —	—	—	1 7 —	will 10 Octob ^r 1775, from that Time.
Also, Two Messuages on the East Side of St. Alban's Street, and North Side of Charles Street —	Do	— By the first Lease —	16 Y ^r from 10 Octob ^r 1804 —	Do —	44 —	—	6 10 —		
Thirteen Messuages and a Stable Yard situate together on the West Side of Gerard Street, the South Side of Brewer Street, the East Side of Francis Street, and the North Side of Marybone Street —	Lord Robert Manners	— 3 August 1772 —	16½ Y ^r from 25 Feb ^r 1805 —	25 Aug ^t 1821 —	1,100 —	250 —	85 7 6 —	102 9 —	will 15 Feb ^r 1805, from that Time.
Two Messuages on the West Side of Swallow Street —	Thomas Townsend	— 15 July 1754 —	37 Y ^r from 5 Apr ^l 1766 —	5 April 1804 —	28 —	40 —	3 5 —		
One Messuage on the East Side of Bury Street —	James Stephen	— 5 Nov ^r 1763 —	29½ Y ^r from 10 Oct ^b 1783 —	5 April 1813 —	—	—	2 10 —		
Four Messuages on the North Side of Piccadilly, and the East Side of Angle Street —	Do	— By the first Lease —	60½ Y ^r from 10 Oct ^b 1802 —	Do —	143 —	50 —	3 5 6 —		
One Messuage on the South Side of Jeremy Street —	Do	— Do —	27 Y ^r from 5 Apr ^l 1766 —	Do —	—	—	2 2 —		
And one other Messuage on the East Side of Bury Street —	Do	— Do —	10½ Y ^r from 10 Octob ^r 1802 —	Do —	—	—	5 —		

ESTATES.	Names of Lessees.	Dates of last Leases.	Tenure granted.	Expirations.	Yearly Value per Acre Survey.	First paid for last Leases.	Old Rents.	Improved Rents and New Rents.	Comments and Continuities of New Rents.
MIDDLESEX continued.									
One Messuage on the West Side of Apr Street.	Peter Bottenberg	27 Aug ^r 1767	47 Y ^r from 5 April 1770	5 April 1817	28	150	2 5		
Three Messuages on the West Side of Little Queen Street	Harshah Mahabery, W ^r	4 May 1779	25 Y ^r from 5 April 1802	5 April 1828	100	80	12 10		
Fifteen Messuages on the North Side of High Holborn, Twelve Messuages on the South Side of the same Street, Fifteen Messuages on the West Side of Newton Street, Ten Messuages on the East Side of the same Street, Two Messuages in White Horse Yard, and One Messuage in Prince's Street.	Thomas Lee, Esq ^r	11 July 1765	{ For such Term as would make up 50 Y ^r from the Date }		604	210	50		
A Piece of Ground with Twelve small Mes- suages thereon, situate on the South Side of High Holborn, and in White Hart Yard, and Drury Lane	John Stokes, Gent.	29 July, 1761	22½ Y ^r from 10 Oct ^r 1780	5 April 1811	100	35	12 10		
Two Messuages on the South Side of High Holborn	John Maise, Esq ^r and Joseph Collins	5 Febr ^y 1770	35 Y ^r from 5 April 1784	5 April 1819	90	140	6	{ 7 4 11 5 }	till 5 April 1784. from that Time.
Three Messuages on the South Side of High Holborn, and One on the East Side of Drury Lane	Elizabeth Chapman, and Bartholomew Hemm	21 Sep ^r 1765	31½ Y ^r from 10 Oct ^r 1781	5 April 1815	38	40	6 2 6		
One Messuage (being the Corner House) on the South Side of High Holborn and Broad St Giles's	Thomas Devon, and John Cartwright	26 Nov ^r 1757	25½ Y ^r from 10 Oct ^r 1781	5 April 1807	25	35	3		
Three Messuages on the South Side of High Holborn	Robert Careless	20 June 1755	28 Y ^r from 5 April 1777	5 April 1805	60	40	7 2 6		
Two other Messuages on the South Side of High Holborn	Robert Careless	27 April 1758	39 Y ^r from 10 Oct ^r 1768	10 Oct ^r 1807	50	115	4 10		
Two Messuages on the West Side of Little Queen Street	James Hallifax, D. D.	20 July 1764	38 Y ^r from 5 April 1776	5 April 1814	38	70	6 5		
Ten Messuages on the West Side of a Passage in High Holborn called New Turnstile	Joseph Griesinger	15 Jan ^y 1774	20 Y ^r from 10 Oct ^r 1802	10 Oct ^r 1822	{ 312 — }	70	21 5		
Nine Messuages on the East Side of the same Passage	Joseph Griesinger	{ 15 Jan ^y 1774 (2 separate Leases) }	20 Y ^r from 10 Oct ^r 1802	10 Oct ^r 1822		60	20		
Six Messuages on the West Side of Little Queen Street	Sir Martin Brown Fellows, Bar ^t	4 Jan ^y 1777	31 Y ^r from 5 April 1794	5 April 1826	168	550	5 6 8	46	from 5 April 1794.
Six Messuages on the South Side of High Holborn, and Two Messuages on the East Side of Newton Street	Edmond Rush	6 May 1765	27½ Y ^r from 21 July 1785	21 Oct ^r 1812	90	55	13 15		
Three Messuages and other Buildings in Little Cleveland Court and Catherine Wheel Yard	James Chaswell, Esq ^r	13 Aug ^r 1775	37½ Y ^r from 21 July 1785	21 Jan ^y 1823	144	130	23 2 6		
One Messuage on the North Side of Cleveland Row, near St James's Palace	Francis Pulversley, Esq ^r	1 April 1766	26½ Y ^r from 25 Aug ^r 1765	25 Febr ^y 1806	35	80	2 10		
One Messuage on the West Side of Saint James's Street	Samuel Wilson, W ^r	14 March 1775	22½ Y ^r from 5 Apr ^l 1802	10 Oct ^r 1824	150	60	5	{ 2 15 18 15 }	till 4 April 1802. from that Time.
Two Messuages on the West Side of Saint James's Street	Brasley Kennett, Esq ^r	30 April 1767	{ For such Term as would make up 50 Y ^r from the Date }		150	50	12 15		
One Messuage on the West Side of Saint James's Street	Sir Rob ^t Clayton, Bar ^t , and another (in Trust)	4 Sep ^r 1779	24 Y ^r from 25 Febr ^y 1805	25 Febr ^y 1829	140	100	7 10	27 10	from 25 Febr ^y 1805.

ESTATES.

MIDDLESX continued.

ESTATES.	Names of Lessees.	Dates of Leases.	Terms granted.	Expire.	Yearly Value per 1000 Survey.	Fine paid for each Lease.	Off. Rents.	Several Rents and New Rents.	Comments and Continuance of New Rents.
MIDDLESEX continued.									
One Messuage on the West Side of St. James's Place	Robt. St. of Northampton	16 Sept. 1785	31 Yrs from 17 Febr. 1804	17 Febr. 1835	260	400	12 10	38 10	from 14 Febr. 1805.
Permission to hold a small bit of Ground inclosed from the Green Park adjoining to this Messuage	The said Earl	{ by Sign. Mental, dated 8 Aug. 1785 }	During His Majesty's Pleasure	—	—	—	—	—	— 15 4 from the Date.
The Capital Messuage called Warwick House, and the Offices thereto belonging, Situate in Warwick Street	Lieut. General Henry Seymour Conway	29 March 1766	25 Yrs from 25 Octob. 1792	25 Octob. 1817	150	20	2	—	—
Altho Three Pieces of Ground, being the Garden behind them	Do	—	by the same Lease	25 Yrs from 25 Octob. 1773	30	180	{ 2 — — 50 — 5 }	—	—
Three Messuages on the West Side of St. James's Street	Dame Elizabeth Northcote	10 Decemr. 1762	41 Yrs from 25 Febr. 1769	25 Aug. 1812	200	1,050	25	—	—
Two Pieces of Ground, one Situate on the East Side, and the other on the West Side of Dean Street, Soho, with divers Messuages thereon	Thomas Pitt, Esq.	5 May 1807	99 Yrs from Mich. 1754	10 Octob. 1853	1,000	600	— 13 6	—	—
A large Piece of Ground near Hyde Park Corner, on the North Side of Piccadilly, and extending from thence to the Wall of Hyde Park, including the Street called Hamilton Street, with Thirty-five Messuages, and several Stables, Coach Houses, and other Buildings thereon	The Hon ^{ble} George Hamilton	29 May 1757	12½ Yrs from 11 Decemr. 1754	11 June 1807	2,400	145	— 10	—	—
Two Parcels of Ground, containing about Three Acres, all now built on, and bounded by Hedge Lane on the East, the Haymarket on the West, and Cockspur Street on the South, including the Two Streets called Great and Little Suffolk Street, with all the Messuages and other Buildings thereon	Edward Russell, Esq.	28 June 1692	99 Yrs from Mich. 1750	10 Octob. 1849	1,750	—	1	—	{ This Grant was yielded at a Fine of £ 7,000, but paid without Fine, in Consideration of the very eminent Service of Sir George Russell.
A Piece of Ground on the West Side of King Street, Golden Square	The Bishop of Lincoln	27 Janry 1692	99 Yrs from 14 Febr. 1722	25 Febr. 1822	—	—	1	—	—
A Piece of Ground, formerly Part of the Field near the Pall Mall Arch, lying between the Streets now called King Street and Swallow Street, containing two Acres and a Half	Lewis Maitwell, Gent.	17 March 1692	99 Yrs from 14 Febr. 1722	25 Febr. 1822	—	—	— 13 4	—	—
A Piece of Ground, with a Messuage, Riding House, and Stables thereon, on the West Side of King Street, and bounded by Swallow Street, Part of the Ground contained in the preceding Grant to Lewis Maitwell	Thomas Dardel, Esq.	14 Febr. 1776	50 Yrs (as Surrender)	14 Febr. 1826	120	40	— 13 4	—	—
Several Parcels of Ground and Buildings, Situate in and near Windmill Street, Bread Street, Knave's Acre, Palmer Street, France's Street, Wandour Street, St. James's Street, Chancery Lane, &c. &c. with a Piece of Ground in the Parish of St. Martin in the Fields, containing about Three Acres	Sir Thomas Charles, Kt., and Henry Gay, Esq. (Trustees for the Family of Sir Thomas Charles)	1 April, 6 Wm. & Mary	99 Yrs from 14 Febr. 1722	25 Febr. 1822, N.S.	—	2,450 6	— 12 10 10	—	—

ESTATE.	Names & Offices.	Date of last Lease.	Tenure given.	Expire.	Pen. paid for last Lease.	Pen. paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Comments, and Particulars of New Tenure.
MIDDLESEX continued.									
One Messuage on the North Side of Glass-land Row, near the Palace of St. James's, and One Messuage on the East Side of a Court there, called Ruffel Court.	John Pulversley, Esq.	13 March 1695	99 Y ^r from 29 Feb ^r 1722	12 March 1822	180 —	150 —	20 —		
A Messuage and Ground on the West Side of St. James's Place.	Over Salutory Streets, Esq., in Trust.	25 March 1782	31 Y ^r from 27 Feb. 1800	17 Feb ^r 1831	100 —	90 —	25 —		
Permission to build a Slip of Ground inclosed from the Green Park adjoining to this Messuage.	George Duke of S ^t Alban's	{ by Sign Manual, dated 27 April 1781	during His Majesty's Pleasure	{ entered before, vide vol. 18	—	—	—	13 4	
Four Messuages, situate together on the South Side of Piccadilly, and the North Side of James's Street, and is a Court between these Two Streets, called Derby Court.	Sir Henry Tichborne, Bart.	23 Aug ^r 1765	29 ¹ Y ^r from 10 Oct ^r 1785	5 April 1815	310 —	250 —	18 —		
A Piece of Ground on the South Side of Clark's Alley, in or near Bishopsgate Street, in the City of London.	William Carrock	29 Nov ^r 1765	50 Y ^r from the Date	29 Nov ^r 1815	3 10 —	—	3 10 —		
Another Piece of Ground on the North Side of the said Alley.	John Miles	29 Nov ^r 1765	50 Y ^r from the Date	29 Nov ^r 1815	5 16 8 —	—	5 16 8 —		
The Bell Inn, and Three other Messuages, situate on Alder Hill, Puddle Dock Hill, and in Wardrobe Court, Mark Foyers.	Thomas Lewis, Esq.	20 Feb ^r 1782	50 Y ^r (on Surrender)	20 Feb ^r 1832	120 —	30 —	16 5 —		
Nine Messuages, situate on Puddle Dock Hill, and in Great Carter Lane, and Wardrobe Court.	Herman Leuce, Esq.	20 Feb ^r 1782	50 Y ^r (on Surrender)	20 Feb ^r 1832	120 —	30 —	16 5 —		
Twelve Messuages, situate on Alder Hill, and in Great Carter Lane, and Wardrobe Court.	Leonard Marle, Esq.	20 Feb ^r 1782	50 Y ^r (on Surrender)	20 Feb ^r 1832	120 —	30 —	15 17 6 —		
Fifty-eight Messuages, situate on and near Great and Little Tower Hill.	Gen. Robinson, Esq.	24 July 1764	41 Y ^r from 21 Jan ^r 1773	21 Jan ^r 1814	510 —	1,100 —			
					at 5 Small Rents, amounting to 47 6 3	1 10 —	47 6 3	20	no comment from 21 Jan ^r 1773, making together £. 48. 15. 1 4.
A Piece of Ground, Part of the Crown Garden, near Old Palace.	Edward Delaval, Esq.	4 Aug ^r 1768	31 Y ^r from the Date	4 Aug ^r 1799	9 —	80 —	5 —		
A Piece of Ground at Hyde Park Corner, with a Capital Messuage, and other Buildings thereupon erected.	Henry Earl Bathurst	3 May 1784	50 Y ^r from the Date	3 May 1834	400 —	70 —	14 — 10 — 4 —		
A Small Angle or Corner of Ground in Hyde Park, adjoining to the last-mentioned Premises.	The said E ^r Bathurst	{ by Sign Manual, dated 19 May 1775	during His Majesty's Pleasure	—	1 3 4 —	—	—	1 3 4	
Permission to dig a Well at the End of the Garden belonging to the Gate Keeper's Lodge at Hyde Park Corner, and to erect a Building to contain one or more Engines, to be worked by Man's Hands, and to lay Pipes from such Building to the Serpentine River, and from thence, by Means of such Pipes, to take Water, for the sole Purpose of watering the Street of Piccadilly from Berkeley Street to Hyde Park Corner.	The Inhabitants of Piccadilly	{ by Sign Manual, dated 8 Aug ^r 1776	during His Majesty's Pleasure	—	as a Rent of	—	—	6 8	

ESTATES.	Status of Leases.	Dates of last Leases.	Terms granted.	Expiration.	Yearly Value per Acre Survey.	Times sold for last Leases.	Old Rents.	Imputed Rents, and New Rents.	Commencement and Continuance of New Rents.
MIDDLESEX continued.									
The Chutes for mooring Ships in the River Thames, with all Fees, Duties, and Profits, thereto belonging.	Sir Peter Barrill, Kn ^t	—	—	—	—	—	—	—	—
A Piece of Ground on the South Side of Soho Square, extending from Chester to Queen Street, with a Capital Messuage thereon, and Five other Messuages on the East Side of Fifth Street, adjoining thereto.	Jos ^r La Vie's Exor.	16 May 1770	33 Y ^r from 10 Oct ^r 1786	10 Oct ^r 1819	650 —	1,000 —	1 —	18 s 8 d 81 s 5 d	10 Oct ^r 1786, from that Time.
A Piece of Ground in Hyde Park, near the Basin, is the Occupation of the Chelsea Water Works Company, with Liberty to build a Riding House thereon, and to take down Part of the Park Wall, and place a Coach and Horse Gate there.	His Royal Highness the Duke of Gloucester	—	By Esq ^r Mansel, died 10 Mar. 1781	During Pleasure	—	—	—	5 —	from the Date.
A Piece of Ground, Part of the Verge or Fencible of Hyde Park, situate on the Outside of the Park Wall, and in Park Lane.	Henry Read, Esq ^r	8 April 1786	50 Y ^r from the Date	8 April 1836	3 —	—	—	3 —	from the Date.
NOTTINGHAM.									
A Messuage and Lands, in the Township of Etrichy in the Wilton, within the Manor of Newark.	Henry Swan, and Mary his Wife	8 Oct ^r 1770	24 Y ^r from 24 Aug ^r 1774	24 Feb ^r 1799	25 —	130 —	1 —	3 —	from the Date of the Lease.
Certain Lands lying in the South Fen in Balderton	Robt Walter Cresswell, Esq ^r	3 Aug ^r 1781	108 Y ^r from 17 Oct ^r 1793	17 April 1882	34 s 4	130 —	2 10 —	4 5 3	from 17 Oct ^r 1793.
A Messuage and certain Lands in the Manor of Farnley	Adam Todd	16 Sept ^r 1785	31 Years from the Date	16 Sept ^r 1816	13 s 2	65 —	— 10 9	1 12 9	from the Date.
All Mines and Pits of Coal, and Iron Stone, and all Quarries, within the Waters of the House of Farnley, in this County and Derby	Sir Tho ^r Willoughby, Bart ^r	— 1704	{ 99 Y ^r , determinable on Three Lives }	—	—	100 —	2 10 —	—	—
The Manor of Newark, and the Messuages and Lands thereto belonging	Henry Duke of Newcastle	13 July 1770	{ For each Term as would make up 31 Y ^r from the Date }	13 July 1801	488 11 2½	800 —	{ 12 1 4½ 65 4 4 40 —	—	—
Several Clofts of Land, Part of the Demesne of the Manor of Newark	Thomas Hoon, Esq ^r	10 Oct ^r 1772	24½ Y ^r from 10 Oct ^r 1788	5 April 1803	28 —	55 —	3 5 —	—	—

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre Survey.	Price paid for last Leases.	Old Rents.	Increased Rents and New Rents.	Improvements and Enclosures of New Rents.
NORTHUMBERLAND.									
VI Mines of Lead and Coal within the Hamlet or Manor of Bywell and Bullbeck —	Anne Douglas, Spin ^r —	27 Feb ^r 1746 —	31 Years from the Date —	10 March 1778 —	Uncertain —	—	{ 1 — — — and $\frac{1}{4}$ of the Profits.		
A Moiety of the Tythes of Corn and Oats, in the Township of Seaton, and of other Inclosures there —	William Jefferys —	— 1742 —	31 Y ^r from the Date —	— 1775 —	10 10 6 —	—	3 10 2 —		
The Mines of Asbhall, and others Leads, Mines, and other Hereditaments, thereunto belonging —	Henry Earl of Lychnfield, and John Lord Belton —	25 Aug ^r 1758 —	25 $\frac{1}{2}$ Y ^r from 14 Nov ^r 1775 —	14 May 1799 —	356 7 10 —	2,500 —	16 9 —		
The old Castle of Newcastle upon Tyne, and the Site thereof, and the Houses and Buildings thereon erected —	Henry Lord Ravensworth —	19 Nov ^r 1777 —	40 $\frac{1}{2}$ Y ^r from 13 July 1785 —	13 Jan ^r 1817 —	350 13 6 —	600 —	{ 100 Chaldrons of good Newcastle Coal, for the Use of Chartist Hospital.		
Two Linting Mills in Newbottle —	William Odey, Esq ^r —	6 Aug ^r 1767 —	24 $\frac{1}{2}$ Y ^r from 10 Oct ^r 1773 —	5 April 1798 —	—	—	{ 1 — — — 1 6 — 8 —	16 5 —	from 5 April 1798.
The Island called Holy Island —	Robert Pult, Esq ^r —	25 Aug ^r 1784 —	23 $\frac{1}{2}$ Y ^r from 5 April 1791 —	10 Oct ^r 1814 —	130 —	680 —	{ 1 6 8 — and $\frac{1}{2}$ of the Profits		did not be granted in Fee.
All Pits and Mines of Coal in Belside and Croxson —	Robert Doughton, Esq ^r —	14 Jan ^r 1756 —	31 Y ^r from the Date —	25 Jan ^r 1788 —	Uncertain —	—	10 3 —		
A Parcel of Water, Sandy, and desolate Land, lying between the Churches of Northumberland and Holy Island —	Thomas Pridgen, Esq ^r —	— 1681 —	99 Y ^r from Lady Day 1681 —	5 April 1780 —	Uncertain —	—	—		
NORFOLK.									
75 The Manors of West Walton, Wallicken, Embsay, and Tilney, comprising the Dean's Fee —	William Follers, Esq ^r —	21 June 1766 —	31 Years from the Date —	18 June 1797 —	Abol ^d 40 —	40 —	{ 23 6 4 — and a Moiety of the Perquisites of Court.	18 10 —	from 6 Sep ^r 1786.
Two Parcels of Marsh Land in West Walton and Wallicken —	Elizabeth Heddes, W ^r —	30 Nov ^r 1777 —	21 Years from 6 Sep ^r 1785 —	6 Sep ^r 1807 —	74 —	400 —	4 — — —	—	
Seven Parcels of Land in West Walton —	Martha Turk, Spin ^r —	26 Nov ^r 1775 —	31 Years from the Date —	28 Nov ^r 1806 —	20 —	200 —	6 11 —	—	
The Site of the Manor of West Walton, and all Lands belonging thereto —	William Rugg, and Wife —	13 Septem ^r 1766 —	20 $\frac{1}{2}$ Y ^r from 6 Apr ^r 1776 —	11 Oct ^r 1796 —	140 15 6 —	600 —	11 5 8 —		
The Liberty of sailing, coasting, and anchoring Light Houses on the Ground called Humber Cliffe, and Power to collect 1d. for every 10 Chaldrons of Coal, or 30 Tons of other Goods, upon English Ships, and 2d. per Ton upon all Foreign Ships or Vessels passing by the same —	Rebecca Eyraud —	31 Oct ^r 1751 —	50 Y ^r from the Date —	11 Nov ^r 1801 —	15 15 —	100 —	—		
Seven parished Tythes in Bolford Level, and other Levels, in this and other Counties —	Earl of Lincoln —	—	—	—	—	—	—		

ESTATES.	Name of Lessee.	Date of last Lease.	Term granted.	Expire.	Yearly Value per last Survey.	Value paid for last Lease.	Old Rent.	Imputed Rent, and New Rent.	Commencement and Continuance of New Rent.
NORFOLK continued.									
All Fines, Amercements, Perquisites, and Profits of Courts, within the River of Ouse, in the Counties of Norfolk, Huntingdon, and Cambridge	John Fowle, Esq'	7 August 1771	31 Y ^r from the Date	7 Aug' 1802	{ rather ho- morary than profitable }	—	11 £ 4		
Divers Parcels of Salicraft, in Thurnham, Titchwell, Ebbes, Walsorham, and other Places in this County, situated	Edmund Bentley, Esq'	— 1710	31 Y ^r from the Date	— 1740	258 —	600000000	24 —		
N. B. In a Note at the Foot of the Entry of this Lease it is said, that Bentley never got Possession of these Lands, the Country who had Possession of them being too hard for him at Law.									
The Manor of Wymondham and East Dereham, and all Rents, Lands, and Hereditaments, thereto belonging	Charles Gould, Esq'	12 May 1775	9 Y ^r from 5 March 1799	5 March 1806	411 16 8	75 —	5 —	10 6 5	from the Date of the Lease.
							and	30 —	To the Mayor of Thetford, for Six poor indigent Persons there.
The Manor of Snettisham, with the Appurtenances	Sir Harb' Harbord, B'	26 Novem' 1778	17½ Y ^r from 5 Mar. 1798	5 Sep' 1808	71 5 2	240 —	2 10	9 11 3	from 5 March 1791.
The Castle Hill and Ditch, with the Castle of Norwich, and Stone House, and all other Buildings thereon, except the Quaker's House	Geo' Earl of Oxford, and others, in Tr. for the County	8 April 1775	31 Y ^r from the Date	8 April 1806	3 —	—	—	3 4	
NORTHAMPTONSHIRE.									
The Office of Master Forester of Cliffe Bay-bridge, within the Forest of Rockingham, and of all Woods within the same, with certain Wages and Fees particularly mentioned in the Grant	John Earl of West- moreland	4 June 1776	{ For the Lives of the said Earl, the Hon ^{ble} Tho ^s Fane, and the Hon ^{ble} Henry Fane }						
The Herbage and Dearbrowns within certain Woods, Underwoods, Lawns, and Coppices, within the Hay or Walk, called Selskay Farms, and Incewood, and the Hay or Walk of Moorbury, within the Baybridge of Cliffe, in the Forest of Rockingham	The said B' of West- moreland	23 March 1782	For the same Three Lives	—	7 5 3	—	2 8 5		
A Mill called Ivy Mill, at Beagbarn, with divers Tenements, Lands, and Rents there	Tho ^s B' of Stafford	— 1725	{ For the Lives of the said Earl, the Lord West- worth his Son, and Lady Anne Westworth his Daughters }	—	35 14 —	24 1 6½	5 12		
The Manor of King's Cliffe, with the Lands thereto belonging	Reverend B' of Exeter	14 July 1781	16½ Y ^r from 11 Octo ^r 1795	6 April 1812	91 14 2½	54 —	{ 40 — 22 2 — }		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per acre Survey.	Prices paid for last Leases.	Old Rents.	Imperial Rents and New Rents.	Comments, and Continuance of New Rents.
NORTHAMPTONSHIRE continued.									
The Office and Proctor according to the Crown out of the Town of Banbald, within the Forest of Rockingham	Henry Fleure, Esq ^r	14 April 1780	31 Y ^r from the Date	25 April 1781	3 19	—	5 10	—	
A Water Mill called Harpole Mill, near Harpole	Edward Wigley	— 1735	50 Y ^r from the Date	— 1785	20 —	75 —	1 6 8	—	
The Manors of Fawceter, and Office of Steward and Bayliffe of the said Manors	Lacy Knightley, Esq ^r	5 Febr ^y 1771	20 th Y ^r from 14 May 1771	14 Nov ^r 1800	—	—	8 15	—	
The Manor of Bridgford, w th Bridgford, with the Lands and Appurtenances thereon belonging	Edm ^d Mearns, Esq ^r , (in Trust)	9 Oct ^r 1778	29 Y ^r from 19 July 1779	19 July 1808	184 14	1,100 —	66 11 4	— 10	
The Site of St. David's, at David's, at St. David's Hospital, situate in Kingsthorpe, with divers Lands and Tenements thereon belonging	Sir John Robinson, Bart ^r	4 July 1765	29 Y ^r from 10 Jan. 1767	10 Jan ^y 1796	80 —	600 —	7 8	— 6	
The Office of Master Forester and Keeper of Farming Woods, and divers other Offices in the Forest of Rockingham	John Earl of Upper Ossory	— 1778	50 Y ^r , if Granville Levee for Earl Gower, Rich ^d Fitzpatrick, Esq ^r , and the Countess, shall so long live	—	—	—	—	—	
Three Mills called Abington Mills, and several Parcels of Land in Abington and Houghton	Jos ^{ph} Hurry Thwaites, Esq ^r	24 Aug ^t 1770	50 Y ^r from the Date	24 Aug ^t 1800	30 —	80 —	5 6 8	—	from the Date of the Lease.
A Messuage and several Parcels of Land in the Parish of East Haddon	Thomas Smith, Gent.	27 March 1766	10 th Y ^r from 3 Decem ^r 1788	3 June 1796	17 10	20 —	1 13 4	—	
A Messuage and Cottage, and divers Lands, in the Parish of West Haddon	The said Thos ^s Smith	27 March 1766 (a separate Lease)	10 Y ^r from 1 Mar. 1786	1 March 1796	27 13 6	35 —	1 13 4	—	
OXFORDSHIRE.									
A Tenement called The Cornish Church, situate in Tennyson Street, in the Parish of St. Ebb, in the City of Oxford	William Bradley	23 Decem ^r 1740	50 Y ^r from the Date	3 Jan ^y 1800	3 10	—	8 —	—	
Several Coppices, Woods, Underwoods, and Woodlands, within the Forest of Walswood	Gen. Duke of Marlborough	20 Decem ^r 1762	For the Life of Lord Rob ^t Spencer, in Reversion of the Lives of the said Duke, and of Lord Charles Spencer	—	256 14 6	256 —	40 —	—	
The Office of Bayliffe and Collector of the Rents of the Manor, Messuages, and Lordships of Wallingford and Beleson, in this County and Berks	Sam ^l Hicks, Wid ^r	6 Decem ^r 1753	31 Y ^r from the Date	6 Dec ^r 1784	—	—	—	—	To, according before the Auditor for the Profits
Certain Coppices and Lands in the Forest of Shotover and Stowood, with the Lodge called Stowood Lodge there	The Rev ^d Sir Rich ^d Cope and others, in Trust for the Bishop of Oxford, for the Time being	11 Aug ^t 1779	25 Y ^r from 21 June 1784	21 June 1810	280 —	—	50 —	— 10	

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per last Survey.	Fine paid for last Lease.	Old Rents.	Improved Rents and New Rents.	Comments and Continuance of New Rents.
PEMBROKE.									
Divers Fines, Offices, Amenities, &c., in this County and Cardigan	John Adams, Esq ^r	—	—	—	—	—	—	—	—
The House and Premises of Original Seal and Poll Fines, in this and other Counties	Robt Spow	—	—	—	—	—	—	—	—
A Water Cure Mill, and a Pelling Mill, in Milford	John Phelps	—	—	—	—	—	—	—	—
The Rack called The Smalls, Estate in St. George's Channel, off Milford Haven, which Powers to erect a Light-house thereon, and to collect one Halfpenny per Ton for Bulbs, and One Penny per Ton for Po- tenger Vessels, passing by the same	John Phillips, Esq ^r	—	—	—	—	—	—	—	—
RADNORSHIRE.									
Arable Woods and Woodlands, called Har- digh Woods and North Woods; and also the Forest of Ackwood and Cambus- gwynne	Edm ^d Earl of Oxford	—	—	—	—	—	—	—	—
All Mines and Minerals within the Lordship of Caermerthion	The Hon ^{ble} and Rev ^d D ^y John Harlegh	—	—	—	—	—	—	—	—
And all Herbage within the Manors of Glendore, Frothing, Ralsby, Knock- leah, Camosander, Rickard, Southwell, Ulchard, Royds, Rhyss, Southwester, and Southwester, Part of the Lordship of Melmerby, with divers Parcels of Land and other Hereditaments, in these and other Places in this County	D ^y	—	—	—	—	—	—	—	—
A Circle of Land in Glendore, One other Circle near Radnor Park, with the Site of the Castle of New Radnor, and certain Lands thereto belonging	Richard Astle, Esq ^r	—	—	—	—	—	—	—	—
And also the Soil and Ground of all Waste Lands, Commons, and Common Pastures, in or belonging to the Great Manor, Parishes, Townships, and Place of, or dependent on, the Lordship of Caermerthion; and all Commons, Gardens, and Enclosures, unenclosed upon or inclosed from the same	D ^y	—	—	—	—	—	—	—	—

ESTATES.	Names of Lessees.	Dates of last Leases.	Years granted.	Expenses.	Yearly Value per Acre Survey.	Fines paid for last Leases.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
SUSSEX.									
Certain Lands and Tenements, called Northay, in the Parishes of Baskill, Hove, and Bernard —	Thomas Duke of Leeds	13 July 1775	{ 31 Yrs from the Date (on Surrender) }	13 July 1807	25 2	—	9 8 1		
Certain Messuages, Rents, Lands, Tenements, and Hereditaments, called Old Bury, and Seabuch, and other Lands —	Do —	by the same Lease	Do —	Do —	20 8 4	{ No Fine Vile Footpath. — }	7 8 5		
A Messuage called Coltriple Lodge, in the Parish of Horsham, with the Lands belonging thereto, and so Chichester Lodge, long since demolished —	Sir Chas Everfield, Bt	7 Jan'y 1778	{ 31 Yrs from the Date (on Surrender) }	7 Jan'y 1809	24 —	350 —	{ 10 — 10 10 — }	26 13 4	from the Date.
A Piece of Ground, with a Messuage and other Buildings thereon, situate in the Lower Street, in the Town of Rye —	Charles Lamb, Gent.	11 June 1784	46½ Yrs from 1 Mar. 1787	1 Sept' 1833	25 —	80 —	8 —	5 5	from 1 March 1787.
Several Parcels of several Lands, in the Parishes of Stileham, Pagham, and Sulby —	Sir James Peachey, Bt	21 May 1773	31 Yrs from the Date	21 May 1804	—	—	2 —		
SUFFOLK.									
A Farm called The Scite of the Manor of St Edmund's, and another Farm called The Chantry Farm, lying in Broadish —	James Wyard Gooch, Gt	7 April 1777	31 Yrs from 17 Feb'y 1786	17 Aug' 1807	165 —	700 —	56 10 8		
The Warren of Coney, belonging to the late Abbey or Monastery of Leiston, except all Royalties thereon belonging —	The Revd Dr Montagu North, and others (as Trust)	7 Decem' 1778	26 Yrs from 30 Jan'y 1782	30 Jan'y 1808	100 —	660 —	20 —		
All Royalties belonging to the said Warren called Leiston Warren —	Charles Long, Esq	30 June 1779	26 Yrs from 30 Jan'y 1782	30 Jan'y 1808	—	—	10 —		
The Park or Lands called Shippling Park —	William Ruffell	22 March 1776	37½ Yrs from 10 Oct' 1782	5 April 1806	150 —	470 —	6 13 4		
The Manorial of Wainford, alias Wainford —	John Farr —	— 1722	31 Yrs from the Date	— 1753	{ of Great Vn. Incumbent Rents }	—	5 —		
SHROPSHIRE.									
The Moiety of Five Mills, in or near the Town of Ludlow, the other Moiety whereof belongs to the Corporation of Ludlow —	The said Corporation	1 April 1750	30 Yrs from the Date ^o	13 April 1800	{ the Rent the full Value }	—	6 13 4		

ESTATES	Name or Office.	Date of last Lease.	Term granted.	Expire.	Yearly Value per Acre Survey.	Price paid for last Lease.	Old Rate.	Increased Rent and New Rate.	Comments and Particulars of New Rate.
SHROPSHIRE continued.									
Certain Tythes in the Parishes of Willott and Nelskirk	Thomas Jefferys	12 April 1786	21 Y ^r from 7 March 1790	7 March 1811	20 10	30 —	2 10		
All Royal Mines of Gold and Silver to be found in this County and Staffordshire	James Duke of Chandos	19 Novem ^r 1734	31 Y ^r from the Date	10 Decem ^r 1765	—	—	1 —	for each County	
The Castle of Ludlow, and the Site thereof, and all the Grounds thereto belonging, and Buildings thereon	Henry Arthur Earl of Powis	30 June 1772	31 Y ^r from the Date	30 June 1803	28 8	—	28 2		This Rent to be paid to the Governor of Ludlow Castle, during his Continuance in that Office.
SOMERSETSHIRE.									
Direct Messuages or Burgage Tenements in the Town of Taunton	Alex ^r Popham, Esq ^r	18 Novem ^r 1769	36 Y ^r from 4 Mar. 1783	4 March 1819	10 30	—	11 15	14 2	from the Date of the Lease.
STAFFORDSHIRE.									
All Royal Mines of Gold and Silver in this County, and Shropshire	James Duke of Chandos	19 Novem ^r 1734	31 Y ^r from the Date	10 Decem ^r 1765	—	—	1 —	for each County	
SOUTHAMPTON.									
New Park, in the New Forest	John Duke of Bedford	14 Jan ^y 1773	{ For such Term as would make up the Term in being 31 Years.	14 Jan ^y 1803	85 —	450 —	15 —		
Certain Lands called The East Part of Buckholt Wood, otherwise The East Walk of Buckholt	Robt Thistlethwayte, Esq ^r	1 May 1779	31 Y ^r from 3 Feb ^y 1798	3 Feb ^y 1800	115 5	300 —	40 10		
A Free Farm Rent of £. 31. 10. 11d. out of the Manors of East and West Wootton Bassett, and also the Office of Lieutenant or Keeper of the Forest or Chase of Altonchob and Wootton, with all Offices, Fees, Commodities, and Privileges thereto belonging	W ^m Estlin of Dartmouth and others, in Trust	23 March 1780	{ For such Term as would fill up the subsisting Term to 31 Years	23 March 1811	—	—	—		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expire.	Yearly Value 1 st Jan 1787 Sterry.	Fine paid for last Lease.	Old Rents.	Improved Rents and New Rents.	Commencement and Continuance of New Rents.
SOUTHAMPTON continued.									
Divers Messuages and Parcels of Land, in or near Portsmouth, purchased for supplying the Town and Harbour of Portsmouth —	Thomas Brownbank	25 July 1761	{ For each Term as would fill up the following Term to 31 Years (or forever at Pleasure)	25 July 1792	227 10 —	—	80 — —		
4 Fews called Cox Landown, and another Term called Poundhead, both in the Parish of Litchbourne —	Samuel Debell, W ^r	28 Feb ^r 1760	31 Y ^r (on Surrender)	28 Feb ^r 1791	70 15 —	60 — —	6 6 8		
Divers Parcels of Land at and near Gosport, purchased for the Use of the Fortification The Office of Building of Barlings, in the New Parish, with the Annual Fee of £. 9. 2s. 6d. and all other Fees, Prods, and Advantages, therein belonging —	John Ennes, Esq ^r	{ By Sign. Ma. seal, dated 25 Jan ^r 1775	{ During His Majesty's Plea- sure —	—	20 — —	—	90 — —		
A Parcel of Ground, formerly owned by the Rev. called Gainsborough Haven, in the Isle of Portsea —	James Esel of Litchfield	10 June 1785	30 Y ^r from 23 March 1786	23 March 1816	No Fine paid or Rent reserved, being a Grant of an Office.				
A Messuage and Lands in the Parish of Bag- hurst (Richmond) —	John Campbell, Esq ^r	28 Feb ^r 1776	21 Y ^r from 27 Sep ^r 1803	27 March 1825	100 — —	65 — —	5 — —		
A Messuage and Lands in the Parish of Bag- hurst (Richmond) —	Samuel Butler	21 Decem ^r 1771	31 Y ^r from Mich ^t 1770	29 Sep ^r 1801	29 — —	—	6 6 8		
A Parcel of Land in the Parish of Parkhurst, in the Isle of Wight, for the Purposes of building a House of Industry —	Guardians of the Poor in the Isle of Wight	21 March 1774	995 Y ^r from the Date	21 March 2771	26 13 4	—	8 17 5d		
SURREY.									
A Messuage and Lands called Syer, and other Lands called Boscol, in the Parish of Chertsey —	James Paine, Esq ^r	21 Dec ^r 1784	27 Y ^r from 5 April 1785	5 April 1815	110 6 —	930 — —	2 6 8	13 15 —	from 5 April 1786
The Manor of Egham, with the Site of the Mansion, and the Demerter Lands therein be- longing —	William Blinchnis, Esq ^r	23 Feb ^r 1693	{ 99 Y ^r from the Death of Cuth ^b Q ^{ue} n. Dow ^r (31 Dec ^r 1705)	31 Decem ^r 1804	621 14 3	571 14 1d	3 6 8		
The Manor of East Moulsey, with divers Lands, Tithes, Rents, Fines, and other Hereditaments, therein belonging —	Thos ^r Sutton, Esq ^r	9 Nov ^r 1779	22 Y ^r from 1 June 1780	1 June 1810	252 14 1d	450 — —	{ 15 3 4 8 14 2 5 —		

ESTATES.	Names of Lessees.	Terms of last Lease.	Terms granted.	Expiry.	Yearly Value per Acre Survey.	Fine paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Comments and Conditions of New Rents.
SURREY continued.									
A Parcel of Land called Paine's Park, near Queen's Wood, in Windsor Forest.	Mary Jenner, Esq ^r	7 Jan ^r 1766	5½ Y ^r from 10 Oct ^r 1770	5 April 1796	14 10 —	80 — —	1 16 —		
A Messuages and Lands near Weybridge	Nich ^d Elcock, Esq ^r	8 April 1785	2½ Y ^r from 10 Oct ^r 1791	10 Oct ^r 1814	62 19 —	300 — —	2 11 5½	7 17 4½	from 10 Oct ^r 1791.
A Capital Messuage called Brooklands, with Offices, Gardens, and several Parcels of Land, situate at Weybridge	Geo. Earl of Tyrconnell, and John Jackson, Esquire	5 May 1785	15 Y ^r from 5 July 1819	5 July 1834	77 17 6	—	5 8 6	9 14 8	from 5 July 1819.
Also, a Farm House and divers Lands, called Brooklands Farm, at Weybridge aforesaid	Do — —	by the same Lease	15 Y ^r from 5 July 1800	5 July 1815	130 1 6	—	9 11 6	16 10 1	from 5 July 1800.
The Manor of Byfleet and Weybridge, with Byfleet or Weybridge Park, and a Capital Messuage and Offices, Two other Messuages, Two Iron Mills, and other Buildings there	Henry Duke of Newcastle	30 Octob ^r 1773	15½ Y ^r from 5 Jan ^r 1810	5 July 1825	521 12 10	300 — —	15 3 8	18 — — 50 — —	all 5 Jan ^r 1810, from that Time.
Two Cosey Warrens within the Manor of Byfleet and Weybridge	Henry Earl of Lincoln	21 Novem ^r 1754	25 Y ^r from 5 Jan ^r 1759	5 Jan ^r 1784	3 — —	* 1,500 — —	1 — —		* This sum is the Fine paid for all the Premises demised by this Lease.
N. B. The preceding Lease computed the Manor of Byfleet and Weybridge, with the Mills, &c. which were renewed in 1773 (as above) to the Duke of Newcastle; but the Warrens were not included in that new Lease.									
A Parcel of Ground and Buildings called The Pike Garden, in Southwark	Rich ^d Bees (in Trust)	8 June 1782	50 Y ^r from the Date	8 June 1832	40 — —	400 — —	5 — —		
Divers Parcels of Land in Waltons	Ben ^d Tickner	27 May 1757	28 Y ^r from 12 Mar. 1760	12 Mar. 1788	16 5 4	110 — —	— 13 4		
The Custody of Bagshot Park	granted by Queen Anne to Charles Earl of Arundel, for Three Lives. This Park was late in the Possession of Lord Kippel, but for what Term, or on what Conditions, does not appear in the Surveyor General, the last Court not having pulled thro ^t his Office	—	—	—	870 — —	—	—		
A Messuage called Dorney House, near Otford, and divers Lands and therewith	The Hon ^{ble} Thos ^{rs} Murray	23 Sep ^r 1763	43 Y ^r from 6 April 1770	6 April 1813	48 — —	160 — —	6 9 10		
The Manor or reputed Manor of Welles, otherwise Barking	George Lord Onslow	4 March 1784	31 Y ^r from 16 May 1783	16 May 1814	5 19 11	—	2 13 4		
Several Tyments and Parcels of Land, within the Manor of Egham	John Asple, Esq ^r	— 1672	15 Y ^r from Mich ^l 1689	Mich ^l 1702	27 3 2	50 — —	— 17 4		

Note. This is supposed to have been possessed by Mr. Blackwell, and his Representatives, by virtue of the above-mentioned Grant of the Manor of Egham-Vide fo. 50.

ESTATES.	Name of Lessee.	Date of Let.	Term granted.	Expire.	Yearly Value per Acre Survey.	Fine paid for Let. Acres.	Old Rents.	Imperial Rents and New Rents.	Commencement and Continuance of New Rents.
SURREY continued.									
A Messuage called Palmhill, in Walton upon Thames, and several Parcels of Land therein belonging —	Charles Hamilton, Esq ^r	30 Decem ^r 1760	21 $\frac{1}{2}$ Y ^r from 24 July 1769	24 April 1790	50 —	300 —	6 16 4		
A Messuage and eleven Lands in Weybridge, Walton, and Chertsey, commonly called Oatlands Farm —	Henry Earl of Lincoln	31 Decem ^r 1754	24 Y ^r from 21 May 1770	21 May 1794	150 —	400 —	14 3 3 $\frac{1}{2}$		
A Messuage and Lands called Winterhouse Farm, in the Parish of Esher —	Thos ^r and Geo. Berchett, Gent.	9 Decem ^r 1782	17 $\frac{1}{2}$ Y ^r from 16 Nov ^r 1799	16 May 1813	50 —	160 —	3 13 4	6 5 —	from 16 Nov ^r 1799.
A Parcel of Ground in the Parish of Putneyham, late Part of Richmond New Park —	Chas ^r Earl of Harrington	18 Nov ^r 1780	16 $\frac{1}{2}$ Y ^r from 2 Oct ^r 1794	2 April 1811	7 80	22 —	2 10 —		
A Parcel of Ground in the Parish of Putneyham, now or late Part of Richmond New Park, and adjoining in the Part last mentioned —	Caroline Count ^{ess} of Dalkrieth	13 Jan ^y 1767	{ For each Term 21 would fill up a former Term to 31 Y ^r	13 Jan ^y 1798	20 —	40 —	6 —		
The Manor of Witley Leigh, and eleven Messuages and Lands therein —	Rev ^d Rich ^d Palmer, and Thomas Hurst, Gent.	7 Aug st 1760	16 $\frac{1}{2}$ Y ^r from 23 Mar. 1794	23 Sep ^t 1810	273 2 20 $\frac{1}{2}$	900 —	24 5 2 $\frac{1}{2}$ 1 16 4	38 4 6	from 23 March 1794.
The Manor of Richmond, and also the Office of Steward and Keeper of the Courts of the said Manor, excepting the Scite of the said Palace of Richmond and Richmond Park, and all Demesne Lands, and other Lands and Tenements in Lease —	The Queen's most Excellent Majesty	4 Oct ^r 1770	for Her Majesty's Life	—	—	—	20 —		
A Capital Messuage, with Offices and Gardens, Part of the Scite of the said Palace of Richmond —	Sir Chas ^r Agill, Bart ^l	24 Jan ^y 1785	22 Y ^r from 26 Oct ^r 1812	26 Oct ^r 1834	100 —	38 —	20 — 10 — 10 —		
A Capital Messuage, with Offices and Gardens, Part of the Scite of the said old Palace —	Sarah Way, Widow, and Benj ⁿ Way, Esq ^r	10 March 1781	23 $\frac{1}{2}$ Y ^r from 30 Mar. 1806	30 Sep ^t 1829	140 —	20 —	15 — 1 6 8		
A Capital Messuage, with Offices and Gardens, Part of the Scite of the said old Palace —	W ^m Duke of Queensberry	25 Feb ^y 1783	{ for a Term to make up 50 Y ^r from the Date	25 Feb ^y 1833	150 —	—	16 10 —		
Also, a Piece of Ground, with the Buildings thereon, at the South East End of said Capital Messuage —	The same	by the same Lease	for 50 Y ^r from the Date	D ^o —	5 —	100 —	—	1 13 4	from the Date.
Also, a Messuage and other Buildings, Part of the Scite of the said old Palace —	The same	by the same Lease	to make up the like Term	D ^o —	30 —	—	21 —		
A Messuage and Garden, with Coach House and Stables, Part of the Scite of the said old Palace —	W ^m Robertson, Surg ⁿ	28 Jan ^y 1785	27 Y ^r from 6 April 1807	6 April 1834	40 —	40 —	9 5 —		
Another Messuage and Garden, with Coach House and Stables, Part of the same —	Matthew Skinner, Esq ^r	8 April 1785	27 $\frac{1}{2}$ Y ^r from 6 Ap ^r 1807	11 Oct ^r 1834	55 —	66 —	9 5 —		

ESTATES.	Names of Lessors.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre from 1817.	Taxes paid for last Leases.	Old Rents.	Estimated Rents and New Rents.	Comments and Conditions of New Rents.
SURREY continued.									
Four Messuages fronting Richmond Green, Part of the Site of the said old Palace, and One Messuage built upon the Waste of the said Manor —	William Walsley, Esq.	17 June 1757	50 Y ^{rs} on Surrender	19 June 1807	75 —	50 —	6 10 — 2 —		
A Parcel of Ground, with Cook Houses, Stables, and other Buildings thereon, Part of the Site of the said old Palace —	John Housess —	15 July 1757	50 Y ^{rs} on Surrender	15 July 1807	40 —	15 —	10 — 3 —		
Two Messuages erected on Part of the Site of the said old Palace, where a Building called The Gallery formerly stood —	Margt Lane, Widow	9 Jan ^y 1756	49 Y ^{rs} from 21 Decem ^r 1756	21 Decem ^r 1805	50 —	350 —	10 —		
Two Messuages fronting Richmond Green, Part of the Site of the said old Palace —	Thos Meakland, Gent.	21 July 1781	23 Y ^{rs} from 26 Nov ^r 1807	26 Nov ^r 1830	40 —	23 —	15 —		
A Piece of Ground, with four Buildings thereon, situate in Friar's Lane, near Richmond Green, Part of the Ground formerly called The Friary —	W ^m Gardner, Esq.	18 June 1752	41½ Y ^{rs} from 25 July 1759	6 Feb ^r 1801	12 —	30 —	2 —		
A Piece of Ground, Part of what was called The Friary, at Richmond, with several Tenements, a Mill House, and other Buildings thereon —	Jos ^{ph} & Henry Andrews, Gent.	20 Feb ^r 1784	29 Y ^{rs} from 6 Mar ^{ch} 1804	6 March 1833	269 —	280 —	4 —	27 5 —	from 6 Mar ^{ch} 1804.
A Messuage called The Bakehouse, at Richmond, with other Buildings, and eleven Parcels of Land there —	Dame Henrietta Decker	7 Novem ^r 1751	10½ Y ^{rs} from 4 Mar ^{ch} 1780	15 Sep ^r 1799	50 —	—	31 15 —		
A Parcel of Ground, Part of the Site of the late Monastery of Shroton, otherwise West Shroton, otherwise Richmond, with Two Messuages and other Buildings thereon, and also several Parcels of Ground held therewith —	John Jeffreys, Esq.	2 July 1750	50 Y ^{rs} on Surrender	15 July 1800	80 —	80 —	3 6 8		
A Messuage House on or near the Site of the said late Monastery, with several Meadows near thereon —	Charles Backworth, Esq.	3 July 1750	For each Term as would fill up the Term in being to 31 Y ^{rs} —	1 July 1791	154 —	204 —	31 6 8		
The Site of the old King's Bench Prison in Southwark, on which Five Messuages and other Buildings are erected —	Edward Layton —	8 April 1786	1½ Y ^{rs} from 16 Jan ^y 1822	16 Jan ^y 1835	120 —	76 —	22 10 —		
The Rem ^{ain} of L. 22. 100. siting out of the Site of the old King's Bench Prison in Southwark —	Thomas Duke of Leeds	13 July 1776	31 Y ^{rs} on Surrender	13 July 1807	22 10 —	—	7 17 —		
Also, the Rem ^{ain} of L. 2. 50. 84. siting out of the Site of the late Monastery of Shroton —	D ^o — — —	by the same Lease	D ^o — — —	D ^o — — —	3 6 8	—	7 5 3		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value (without Survey).	Price paid for last Lease.	Old Rents.	Improved Rents and New Rents.	Comments and Continuance of New Rents.
SURREY continued.									
The Manor of Chertsey and Hardswick, with the Site of the said Manor, and the Demesne Lands thereto belonging	Frederick Duke of Bridgewater, and others	1 May 1779	31 Y ^r from the Date	1 May 1810	1,000 18 11	8,054 — —	811 13 3		
The Chutes for moving Ships in the River Thames, below London Bridge, between a Place called Bagby's Hole and the said Bridge, with all Fees, Duties, and Profits thereto belonging	Sir Peter Burrell, Bart	26 March 1780	31 Y ^r from the Date (on Surrender)	26 Mar. 1813	1,586 2 10	1,000 — —	— 5 —	— 5 —	and 1/10 of the Profits
WARWICKSHIRE.									
The Manor of Hampton in Arden, with diverse Messuages and Lands therein	Sir Henry Gough, Bart	30 June 1784	10½ Y ^r from 20 May 1804	20 Novem ^r 1814	323 26 4	350 — —	84 15 —		
A Farm called The Site of the Manor of Hampton in Arden	John Blake, Gent.	28 Jan ^r 1785	11 Y ^r from 14 Feb ^r 1806	14 Feb ^r 1815	140 — —	200 — —	15 4 4		
A Farm called Tiddington Farm, in Tiddington and Alton	Dr W ^m Wall (in Trust)	24 March 1777	10½ Y ^r from 21 Nov ^r 1796	21 May 1807	200 — —	320 — —	6 7 4	25 — —	from 21 Nov ^r 1796.
The Manor or reputed Manor of Rowington	Thos Lord Archer	26 Oct ^r 1763	11 Y ^r from 25 July 1782	25 July 1793	64 3 6½	—	42 13 7½		
WILTSHIRE.									
A Messuage called The Green Lodge, in the Forest of Braydon, and certain Lands called Chedoke Woods	Charles Nott, Widow	8 April 1785	19½ Y ^r from 11 July 1796	11 Jan ^r 1816	200 12 —	600 — —	28 11 4		
A Messuage called Skyfield Lodge, and certain Lands thereto belonging	Charles Hippisley Coxs, Esq	16 Sep ^r 1785	30 Y ^r from 13 Oct ^r 1795	13 Oct ^r 1815	200 — —	365 10 —	42 17 —		
A Messuage and divers Lands in Braydon Forest, Part of an Estate called Chedoke Cock-falls and Trestown Moor	John Pitt	26 April 1771	22 Y ^r from 6 Apr ^l 1780	6 April 1802	20 8 —	—	6 4 9		
Other Lands in the said Forest, called East Ravenscroft, and Bucklad, otherwise Bucklad	Do	— by the same Lease	31 Y ^r from 11 July 1796	11 April 1802	16 — —	62 — —	4 11 2		

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expiration.	Yearly Value per Acre Survey.	Price paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
WILTSHIRE continued.									
Several Farms in the field Forest of Braydon	{ Robert Lawrence, and Yeoman Annewich, Esq ^r }	13 June 1771	22 Y ^r from 6 Apr ^l 1760	6 April 1808	94 £ 00	325 --	24 15 1		
A Treatment House in the Hatcher Row, in New Sarum	Thomas Clarke	21 July 1758	50 Y ^r from 1 Nov ^r 1737	15 May 1798	{ the Rent nearly the Value }	--	2 --		
WESTMORLAND.									
Three Fourth Parts of the Barony of Kendall; viz.	Chas ^r Fenner, and Chas ^r Bridgeman, Esq ^r = Sir James Lowther, B ^t	18 April 1694	{ 99 Y ^r from the Deaths of Cath. late Chs. Dewager, which happen'd 31 Decem ^r 1705, N. S. }	31 Decem ^r 1804	379 £ 41	1,000 --	-- 10 --		
Two Fourth Parts thereof, called the Richmond Fee; and									
One Fourth Part thereof, called the Marquis Fee									
The Grant to Fenner and Bridgeman became vested in Lady Viscountess Dowager Louisa, who being advised by her Counsel that the Justification of the Richmond Fee did not sufficiently pass by the said Grant to enable her to hold Courts, admit Tenants, and receive Fines and Heriots—To supply that Defect, a Grant of the Richmond Fee was made so Trustees for her in the Year 1708, and received to Lord Louisa in the Year 1709; and Sir James Lowther becoming entitled to the Remainder of the Grant to Fenner and Bridgeman, a further Lease of the Richmond Fee (for supplying the said Defect) was granted to									
	The said Sir Jas ^t Lowther	18 Oct ^r 1761	{ For 99 Years, if the Prince of Wales, the Bishop of Osnaburg, and the said Sir James Lowther shall so long live }	--	--	--	1 --		
By this Lease Power was granted to the Lessee to receive all Fines General, and all Arrears thereof, due to the Crown on the Deaths of Cath. Queen Dowager, Queen Anne, King George the 1 st , and George 2 ^d . The Lessee accounting for the same on Oath before the Auditor, and paying One Third Part thereof into the Exchequer.									
WORCESTERSHIRE.									
The Manor of King's Norton, with the Appurtenances	Henry Ather, Esq ^r	25 July 1759	26 Y ^r from 4 Feb ^r 1774	4 Feb ^r 1790	55 15 41	20 --	{ 54 3 4 and 2 Part of the Profit of the Healin, Waters, and Commons. }		
Divers Coppices, Woods, and Woodlands, situate in the Forest of Wyre	Sir Edm ^d Winstington, B ^t	7 Aug ^l 1771	26 Y ^r from 5 April 1754	10 Oct ^r 1800	75 --	200 --	22 --		
Two Cottages, and a small Parcel of Land, in Tenbury, in this County, demised, each contain Fourteen in Haywards, &c.	Wm ^l Lord Viscount Barrington, and others	1 st Decem ^r 1771	99 Years						

ESTATES.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per Acre Survey.	Rents paid for last Leases.	Old Rents.	Imputed Rents and New Rents.	Comments and Continuance at New Rents.
WORCESTERSHIRE continued.									
All Coal Mines in the Common or Waste of the Manor of Beadley, and divers Mellingtons, Cottages, Lands, and Rents in Beadley, together with Beadley Park — — —	Sir Fras ^t Warrington	20 July 1674	{ For 99 Y ^r after 40 Y ^r from Mich ^l 1700, granted by Queen Cath. to Sir Rich ^d Poole — — —	10 Oct ^r 1841	158 5 6	{ The First General.	{ paid, and Rent referred, do not appear to the Surveyor	{	{
Also, several Coppices and Woodlands in the Forest of Wyre, within the Manor of Beadley — — —	D ^r — —	by the same Lease	{ For 99 Y ^r after 40 Y ^r from Lady Day 1655, granted as above mentioned — — —	5 April 1834	90 — —				
YORKSHIRE.									
Two Mellingtons and divers Lands at Skarleton	John Marville, Gent.	25 May 1785	99 Y ^r from 27 Jan ^r 1787	27 July 1816	36 3 2	330 — —	2 13 8	4 10 5	from 27 January 1787.
Certain Coal Mines within the Township or Territories of Skarleton — — —	Thos ^t Earl of Westmorland	30 April 1767	31 Y ^r from the Date — — —	30 April 1798	(Unknown)	—	— 16 —	—	
A Grange or Farm, called Woodhouse Grange, at Woodhouse, in the Parish of Sutton, near Pocklington — — —	Eleanor Coore, Widow	24 Oct ^r 1766	{ 99 Y ^r determinable on the Lives of Thomas, John, and Elizabeth Coore — — —	—	58 6 8	140 — —	13 6 8	—	
Twenty small Tenements or Farms within the Manor of Rofedale — — —	John Darr, and oth ^r s	14 Aug ^t 1785	145 Y ^r from 5 Ap ^r 1801	10 Oct ^r 1816	277 17 6	630 — —	{ Twenty Rents 61 10 6	—	
Fourteen other small Farms within the Manor of Rofedale — — —	W ^m Dowles, Esq ^r , and oth ^r s	14 Aug ^t 1786	145 Y ^r from 22 May 1803	22 Nov ^r 1816	207 2 10	340 — —	{ Fourteen Rents 43 10 —	—	
Four small Farms within the Manor of Rofedale — — —	John Watson, and oth ^r s	3 March 1779	18 Y ^r from 5 April 1792	5 April 1809	—	—	{ 4 — —	—	
These other Farms within the said Manor — — —	Thos ^t Haynes, Esq ^r , and oth ^r s	by the same Lease	18 Y ^r from 22 Feb ^r 1793	22 Feb ^r 1809	128 7 4	—	{ 3 — —	—	
The Manor of Rofedale, with the Courts and Ropations, and all Mines and Minerals therein — — —	Marmaduke Harrison	D ^r — —	46 Y ^r from 25 July 1792	25 Jan ^r 1809	{ 2 the Manor and the Mines accords — — —	—	{ 4 10 —	for the Mines.	
Certain Lands within the Lordship and Territory of Meltham, at Meltham, Parish of the late Municipality of Meltham, in the County of York — — —	Arthur Robinson, Clk.	24 April 1761	125 Y ^r from 27 May 1778	27 Nov ^r 1791	81 — —	74 16 —	46 13 —	—	
Two Farms in Sutton, called Summer Grange, and Greenhouse Grange, and other Lands in Sutton — — —	Rev ^d Henry Goodricks, Clk. and Anna his Wife	26 July 1785	31 Y ^r from Lady Day 1784	Lady Day 1815	72 — —	900 — —	5 11 —	—	

ESTATES.	Name of Lessee.	Date of last Lease.	Term granted.	Expenses.	Yearly Value per last Survey.	Value paid for last Lease.	Old Rents.	Revised Rents and New Rents.	Commencement and Continuance of New Rents.
YORKSHIRE continued.									
Several Farms within the Manor of Hooton in Gillingham, and also the Manor of Hooton —	Ralph Youard	3 May 1751	{ For the Lives of Ralph Youard, Sarah Youard, and Mary Bridges — }	— —	184 15	800 —	30 6 8		
The Manor of Thornton Briggs, and the Capital Messuage called Thornton Hall, with divers other Messuages and Lands there —	Thomas Garrett, Esq.	4 Aug ^r 1778	16 Y ^r from 10 Feb ^r 1789	10 Feb ^r 1805	378 10 8	960 —	126 3 4		
The Site of the late Monastery of St. Mary, in the Suburbs of the City of York —	Dame Dorothy Robinson	24 Octob ^r 1770	21 Y ^r from 27 March 1780	27 March 1801	111 —	250 —	— 10 —	{ 3 8 6 13 17 6 }	all 27 March 1780, from that Time.
The Manor, or repaired Manor, of Northcote, consisting of divers Farms within the Parish of Seafby, near Scarborough —	Sir Chas ^r Thompson, B. K. B.	{ 16 Nov ^r 1773 renewed 3 June 1780 }	6 Y ^r from 2 May 1798	— — —	{ — — — 380 7 8 }	{ 310 — — 370 — — }	{ 27 6 8 — — — }	{ 32 16 — 57 7 6 }	all 2 May 1798, from that Time.
The Manor of Aislaby, with the Site and Capital Messuage of the said Manor, and divers Farms thereon —	William Haggerston Maxwell Constable, Esq.	7 Novem ^r 1778	100 Y ^r from 21 Mar. 1798	21 Sept ^r 1808	254 8 —	450 —	{ 5 8 8 1 9 — }	{ 31 16 — — — — }	from 21 March 1798.
All Mines and Veins of Lead within the Townships and Fields of Greetot, Whitcliffe, Horcliffe, and Fromegrove —	Caleb Roddave, Esq.	5 Decem ^r 1771	31 Y ^r from the Date	1 Decem ^r 1802	(ascertain)	—	{ 1 — — and 1/4th of the clear Profit }	{ 1 — — and 1/4th of the Lead }	
Certain Lands called Kirkstall Tega, also Folly Foot Hags, in the Parish of Wipfoll —	George Lord Bingley	7 March 1770	25 Y ^r from 25 Feb ^r 1774	25 Aug ^r 1799	30 —	800 —	{ 2 — — 1 — — }	{ 4 16 — — — — }	from the Date of the Lease.
All Mines of Lead, Tin, and other Minerals, within the Lands of Hagh Bethell, Esquire, Parcel of the late Parish of Gushen —	Hagh Bethell, Esq.	6 Feb ^r 1764	31 Y ^r from the Date	17 Feb ^r 1796	unknown	—	{ — 10 — and 1/4th of the Profit }		
The Manor of the Chapter of Beverly, with several small Tenements in Beverly —	William Nelson, Gent.	26 Sep ^r 1761	24 Y ^r from 10 Sep ^r 1768	10 Sep ^r 1792	40 —	330 —	— 6 8		
A Grange or Farm, called Henshorth Grange, situate in Howarth, near the City of York —	William Dawkins, Esq.	31 Octob ^r 1781	15 Y ^r from 26 Nov ^r 1798	26 May 1812	150 —	450 —	81 —		
The Tythes of the Vicarage of Halifax —	Thomas Duke of Leeds	13 July 1776	31 Y ^r from the Date	13 July 1807	70 3 4	{ no Fine; Vide End- Roth. — }	{ 14 9 6 — — — }		
The Soil of all Wastes and Common in the Villages of Akrigg, Newdigging, and Nappa Scar, in the Parish of Ayrsgarth, also Akrigg; all Goods and Chattels of Feoffee, &c., and all Mines within the said Wastes —	William Weddell, Esq.	17 Jan ^r 1783	for 24 Y ^r from 5 Jan ^r 1789	5 July 1813	{ 3 bidders the Mines, which are uncertain — }	—	{ — 10 — and 1/4th of the Profit }	{ — 10 — and 15 p. per Fother for Lead Ore, and 1/4 p. of all other Ores. }	

ESTATES.	Name of Lessee.	Date of last Lease.	Tenure granted.	Expire.	Yearly Value per Acre Survey.	Rents paid for last Lease.	Old Rents.	Increased Rents and New Rents.	Commencement and Continuance of New Rents.
YORKSHIRE continued.									
The Manor of Hempholme, with the Capital Messuage of the said Manor, and divers Lands therein	William Buhell, Esq ^r	5 Nov ^r 1773	{ 31 Y ^r from the Date, on Surrender — — }	5 Nov ^r 1804	184 7 —	180 — —	5 — —	{ 6 — — till 10 Octob ^r 1793. 15 11 — from that Time.	
A 10 th , and several small Parcels of Land, in Dringthorpe and Middlethorpe	Francis Barlow, and Jas ^s Wood Beynon, Esq ^s	4 Aug ^t 1763	44 Y ^r from 19 Jan ^y 1770	19 Jan ^y 1794	8 — —	40 — —	— 12 — — 14 —		
The Tythes of Corn and Grass in the Villages of Hutton, Passell, Clerton, Fockley, and Shippen	Peñestria Ward —	4 Oct ^r 1768	38 Y ^r from 10 Oct ^r 1765	10 Oct ^r 1793	28 13 4	80 — —	11 6 8		
A Cottage, and Two Gaggings of Land, in Singlithorpe, and Two Gaggings in Knottingley	Nicholas Smith, Genl.	22 May 1760	31 Y ^r from 20 Oct ^r 1759	10 Oct ^r 1790	18 15 —	60 — —	— 14 — — 8 2		
The Parcell of Arkilgorthdale, and divers Messuages, Lands, Woods, Moors, &c. in the said Parcell, reserved from the Crown	John Hall, and Ralph Harbeck	18 Feb ^r 1697	51 Y ^r from the Date	18 Feb ^r 1748	300 — —	—	— 6 8		
There was a Clause in this Lease, that the same should be void if the Premises were not recovered within Seven Years from the Date: And the Premises not being recovered within that Period (though the Lessee had expended considerable Sums in Proceedings at Law for that Purpose) the above-mentioned Lease was surrendered, and a new Lease was applied for, in the Year 1777, by William Wallin, Esq ^r ; but it does not appear that any Part of the Premises has been recovered.									
Several Tenements in the Town of New Malton	Ch ^r Manages of Roth-ingham	11 Novem ^r 1778	50 Y ^r from the Date	11 Nov ^r 1828	14 2 —	50 — —	3 — —	{ of the clear Profit, to be accounted for Yearly.	
The Office of Steward and Bailiff of the Manor of Thoresby in Easington	Henry Waterland	— 1708	During her Majesty's Pleasure { For the Lives of Lord Viscount Galloway, and his Tenure, in Reversion — — }	— —	150 — —	770 — —	9 3 2	10 29 10	from the Date of the Lease.
Divers Messuages, Lands, and Rents in Huddersfield	W ^m and Ch ^r Mellish, Esq ^s (in Trust)	7 Jan ^y 1775	— —	— —	— —	— —	— —	— —	— —
A Parcel of Sandy Land, called The Sunk Marsh, on the River Hamble, great Part whereof has been Embarked, and a Chapel, and several 3 rd and 4 th Houses, erected thereon	Marg ^t Gilby, W ^m	7 Aug ^t 1771	15 Y ^r from 15 March 1767	15 March 1802	900 — —	1,550 — —	5 — —	{ 20 — — till 15 March 1787. 100 — — from that Time.	
A Parcel of Sandy Land, overgrown by the Sea, called Mobile Sands, lying in the River Hamble, near the Manors of South-cove and Broadfoot	Henry W. Kingston	— 1705	31 Y ^r from the Date	— 1736	{ Of little or no Value at the Time of the Grant. }	— —	{ 21. 6d. per Acre for 60 much as should become profitable for Arable or Pasture.		
Divers Messuages and Lands in the Parish of Rythill	Henry Wright	1 March 1771	17 Y ^r from 16 April 1764	16 April 1801	15 10 —	30 — —	2 4 4	2 13 2	from 16 April 1784.

ES T A T E.	Names of Lessees.	Dates of last Leases.	Terms granted.	Expirations.	Yearly Value per last Survey.	Taxes paid for last Leases.	Grants.	Unpaid Rents, & New Rents.	Commissioners and Conductors of New Rents.
YORKSHIRE continued.									
Divers Messuages, Cottages, and Lands, in Coleridge —	Ridgway Owen Meyrick, Esq' —	21 Jan ^y 1773	31 Y ^{rs} from the Date	21 Jan ^y 1804	57 —	39 ^s 13 4	{ 2 15 9 2 10 — }	10 —	from the Date.
A Piece of Ground adjoining to the Town of Kington upon Hull, on which Ground was to be erected a Custom House for the Port of Hull —	W ^m Melb ^d , Esq', in Trust for the Commissioners of the Customs —	11 June 1771	50 Y ^{rs} from the Date	11 June 1821	20 —	—	10 —	{ to be paid to the Governor of the Garrison of Hull, during his Continuance in that Office.	
Divers Free Farm Rents, arising out of several Mines and Lands in this County, amounting to £.415. 7s. 10 ^d . —	Charles Slingsby Dencombe, and Henry Dencombe, Esq ^s —	24 Aug ^t 1770	22 ^½ Y ^{rs} from 20 Ap ^r 1778	28 Oct ^r 1800	413 3 10 ^l	{ 3,100 — —	{ — 10 — and — 10 —	{ 7 13 4 38 0 7 }	till 20 April 1778, from that Time.
Divers other Free Farm Rents, amounting to £.275. 15s. 5 ^d . Half Farthing —	D ^r —	By the same Lease	50 Y ^{rs} from 10 Oct ^r 1770	10 Oct ^r 1800	275 15 3 ^l	—	— 10 —	25 18 —	from 10 Oct ^r 1770.
Two Farms in Low Danforth and Upper Danforth —	W ^m Dickinson, Esq' —	28 Aug ^t 1773	{ 31 Years from the Date, if the Interest of the Crown in the Premises shall be long lost — For the Lives of the Prince of Wales and Bishop of Osnaburgh, in Reversion of the Life of one Rob ^t Nicholas —	28 Aug ^t 1804	50 —	466 13 4	—	16 13 4	
A Messuage and Lands at Skelton Coast, in the Parish of Speldithorpe —	Thomas Hutchinson, Esq' —	17 Decem ^r 1774	—	—	38 15 —	50 —	2 —	17 11 —	{ from the Death of the said Rob ^t Nicholas.
Another Messuage and Lands at Skelton Coast —	William T'Anson, Esq' —	14 Novem ^r 1774	31 Y ^{rs} from the Date	14 Nov ^r 1805	55 4 —	50 —	2 —	18 8 —	from the Date of the Lease.

Mem^{os}: The last-mentioned Farms having been held over for many Years by the former Possessor, and claimed by him as Freehold, and no Rent having been paid to the Crown for the first three Months 1774, the Lords of the Treasury, by Warrant dated 21 Febr^y 1775, authorized the said W^m T'Anson to sue for, levy, collect, and receive the Money Profits thereof, paying One Third Part of what should be recovered to the Receiver General, for His Majesty's Use, upon an Account to be rendered with the Auditor, and to retain the Residue for his own Use and Benefit.

(Signed) G. AUGUSTUS SELWYN,
Surveyor General,
Nov^r 1780, 1786.

CHAS MIDDLETON,
JOHN GALL,
ARTHUR HOLDSWORTH.

T H E S E C O N D
R E P O R T
O F T H E
C O M M I S S I O N E R S
A P P O I N T E D T O E N Q U I R E I N T O
The STATE and CONDITION
O F T H E
Woods, Forests, and Land Revenues
O F T H E
C R O W N,
A N D T O S E L L O R A L I E N A T E
Fee Farm and other Unimproveable R E N T S.

Dated 11th DECEMBER 1787.

Printed in the Year M.DCC.LXXXVII.

To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled.

**The SECOND REPORT of the Commiſſioners
appointed to enquire into the State and Condition
of the WOODS, FORESTS, and LAND
REVENUES of the CROWN, and to
ſell or alienate Fee Farm and other Unimproveable
RENTS.**

IN our Firſt Report, made during the laſt Seſſion of Parliament, we briefly men-
tioned, that the Landed Poſſeſſions and Revenues of the Crown were compoſed
of Three diſtinct Branches : That is to ſay,

Firſt, Of the Landed Poſſeſſions of the Crown granted by Leaſe.

Secondly, Of the Woods, Foreſts, Parks, and Chaces.

Thirdly, Of Fee Farm and other Unimproveable Rents.

And we mentioned, that we ſhould regulate our Proceedings and Reports on theſe
Subjects ſo as to keep the Examination and Enquiry ſeparate and diſtinct on each
Branch, for the Reaſons there ſet forth.

It was our Intention, that the Woods and Foreſts ſhould have been the Subject
of our Second Report; becauſe the Abuſes which we have diſcovered to exiſt in that
Department, and the Importance of preſerving and proteſting thoſe Nurſeries of
Timber for the Support of the Naval Strength of this Kingdom, ſeemed to demand
from us the earlieſt Attention: But as we found it indiſpenſably neceſſary, for
enabling us to report the State of the Foreſts with due Accuracy, to cauſe geo-
metrical and deſcriptive Surveys to be made thereof, and have not been able, with the
utmoſt Diligence of the Surveyors, to get ſuch Surveys completed, ſo as to enable
us to report on the Subject of the Foreſts within the Time limited by the Act for
making our Report after the Commencement of the Seſſion of Parliament, we were
compelled to take up the Conſideration of the Fee Farm and other Unimproveable
Rents, as the Subject of this Report.

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The Revenue of the Crown, in Rents of this Description, was formerly very considerable: By the Report of a Committee of the House of Commons, appointed to enquire into the State of the Public Revenue, in the 12th Year of King Charles the Second (1660) it appeared that "The Revenue of Farms and Rents amounted to "Two hundred and Seventeen thousand Nine hundred Pounds per Annum, exclusive of Forty-five thousand Six hundred and Ninety-eight Pounds per Annum, "stated to be casual and for the most Part lost." This Revenue, however, did not long remain undiminished: Great Defalcations were made in it in the early Part of that Reign, by various Grants to Individuals; and in the 22d and 23d Years of the same King, a general Sale and Alienation of the Fee Farm Rents took place: Two Acts of Parliament were then passed for the Sale of all Rents of that Description in the several Counties of England, and for vesting the same in Trustees for that Purpose: And although by the Act passed in the First Year of Queen Anne, *the Crown* was restrained from granting in Perpetuity any Part of its Land Revenue, a Provision was inserted, that the Trustees for Sale of Fee Farm Rents should not be disabled from executing any of the Trusts of the said Acts of Parliament. By virtue of these Acts the most considerable Part of the Revenue of Fee Farm Rents has been alienated from the Crown: The Residue, as will appear in the accompanying Schedules, consists chiefly of very small Rents, issuing out of Estates widely scattered throughout the Kingdom; the Collection troublesome and expensive to the Crown, and burthen-some to the Subject; and many of the Rents in Danger of being lost: The Powers of these Acts were not wholly repealed, nor the Residue of the Rents which remained undisposed of, re-vested in His Majesty, until the passing of the late Act, by which we were appointed Commissioners for this Enquiry, with Power to sell and alienate the Remainder of such Rents, except those within the Survey of the Duchy of Lancaster.

To enable us to execute this Trust with Precision and Regularity, it was necessary for us to obtain exact Accounts of the Particulars and actual Produce of the Rents remaining undisposed of, which Rents, for the Sake of Clearness and Perpetuity, may be divided into Three distinct Classes, according to the several Departments from whence they are given in Charge to be collected, and where the Accounts thereof are audited and passed; viz.

First, The Rents called Viscountial Rents, standing in Charge on the Great Roll of the Exchequer. These Rents are Yearly sent out in Process from the Office of the Pipe, to be collected by the several Sheriffs of Counties, Cities, and Towns, in England only.

Secondly, The Fee Farm and other Dry Rents in the Principality of Wales and County of Monmouth. These Rents are in Charge before One Auditor for that whole Division, and are in the Collection of Two Receivers General, One for the Division of North Wales, and the other for South Wales with Monmouth; whose Accounts are finally audited and passed before the Auditor of that Principality.

Thirdly, The Rest of the Fee Farm and other Dry Rents in the several Counties of England, exclusive of the Viscountial Rents. These are in Charge before Two Auditors, One for the Four Counties of Chester, Derby, Lincoln, and Nottingham, and the other for all the rest of the English Counties: The Collection of these Rents is made in Twenty-one Divisions, by Thirteen Receivers General; and the Accounts thereof, are finally stated and passed before the respective Auditors.

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Although we conceive that the Produce of these Rents, as well as of the Rents reserved on Leases, after deducting the Annual established Charges thereon, ought to appear in the Receipts of His Majesty's Exchequer, as Part of the Aggregate Fund, under the Head of "Rents of Lands," yet we do not find any Part of such Rents brought to Account there, excepting One Fee Farm Rent of One thousand Two hundred Pounds per Annum, charged on the Manors of Mulgrave and Seton, in Yorkshire, and accounted for as "Rent of Allum Works;" and some small Parts of the Viscountial Rents, paid into the Exchequer under the Head of "Sheriffs Proffers." The Balances of the other Rents collected by the respective Receivers in England and Wales, are occasionally drawn out of their Hands by Debentures from the Auditors, for various Purposes, in pursuance of Warrants from the Commissioners of His Majesty's Treasury, as we shall state more particularly at a future Period.

In order to bring the Particulars of these Rents Officially before us, and to enable us to form complete Schedules thereof, from the most authentic Documents, we issued our Precepts to the Clerk of the Pipe, and the several Sheriffs charged with the Collection of the Viscountial Rents; and to the respective Auditors and Receivers of the Land Revenue in England and Wales: But though we were readily furnished by the Officers of the Exchequer with Copies of the Accounts of Viscountial Rents, from the Great Roll of the Exchequer, and by the several Auditors with Transcripts of the Rentals in their respective Divisions; we have found it a Matter of much Difficulty to ascertain, with Precision, what Rents are actually due to and remaining in the Crown. By the aforesaid Acts of King Charles the Second, for the Sale of Fee Farm Rents, it was enacted, that the Conveyances of such Rents should be made by Indentures of Bargain and Sale, which should be enrolled in any of the Four Courts at Westminster; and the Purchasers having availed themselves of the Liberty of making the Enrolment in either of the Four Courts (which in strict Propriety we conceive ought to have been confined to the Court of Exchequer only, or to the Offices of the respective Auditors before whom the Rents stood in Charge, that they might be duly apprized of the Sale, and authorized to discharge them from the Rentals) it has happened that many of the Rents actually disposed of in pursuance of those Acts have been continued on the Rentals; the Auditors conceiving that they were not authorized to put them out of Charge, without having the Enrolments of the Purchase Deeds before them.

By the same Acts for Sale of Fee Farm Rents, it was directed, that no Rents which had been unpaid "for the greater Space of Forty Years then last past" should be inserted in any Grant to be made to the said Trustees for Sale; until the same had been recovered in due Course of Law.—In consequence of which Direction, and for want of Authority to discharge such Rents from the Rentals, many Rents which had been unpaid for the greater Part of Forty Years, or more, prior to the 22d and 23d of Charles II^d, are continued on the Rentals at this Day, but constantly returned in Arrear.

Another Circumstance which increases the Difficulty of ascertaining precisely what Rents now belong to the Crown, is, that many of the Rents liable to Sale under the Acts of 22d and 23d Charles II^d, were in Jointure to Catherine, then Queen Consort, afterwards Queen Dowager, and were sold in Reversion after her Decease: On the Death of that Queen, which happened in the Year 1705, the Revenues which had been in Jointure to her were directed, by the then Lord Treasurer, to be given in Charge to the several Auditors and Receivers of the Crown Land Revenue, according to their respective Divisions: But, either from the Officers to whom that Business was entrusted not knowing what Rents in the Queen's Jointure had ac-

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tually been sold; or, the Auditors not having the Purchase Deeds enrolled before them; many Rents which had been disposed of, were then given in Charge, and have ever since been continued on the Rentals, though constantly returned in Arrear. And although such Purchase Deeds must have been enrolled in time One of the Four Courts, to make the Title of the Purchase valid, yet, as such enrollments were made, promiscuously with others, in each of the Four Courts, and there are not, at this Day, any other Helps to an Examination of them than Indexes of the Names of the Parties; an Investigation of that Kind, would have been attended with much Expence, and, probably, with little Utility. To these Causes, principally, we ascribe it to be owing, that the Rentals for most of the Divisions of the English Counties are loaded with Rents which are never received, but are kept in Charge under the Denomination of Supered Rents, or, Old Supers; an Official Term, applied to Rents which have been Sixty Years or upwards in Arrear.

For these Reasons, and because we have not been able to obtain any exact Lists of the Fee Farm Rents payable to the Crown before 1785, we have been obliged to take up the Matter, as we found it, from the Returns made to us by the Justices and Clerk of the Pipe; and have, consequently, been subject to great Uncertainty in forming Conclusions respecting the Rents in Arrear, which of them ought to be deemed good or recoverable Rents, and which have been actually disposed of, or are become illegible from any other Cause.

Assisted by the Returns above-mentioned, we have formed the Three Schedules accompanying this Report, and severally marked, A. B. C.

The Schedule A. contains an Abstract of the Viscountial Rents and Seizures, Yearly sent out in Process from the Great Roll of the Pipe, to be levied by the respective Sheriffs; whose Duty it is, likewise, to receive and account for the Poll Fines, Fines of Assize and Sessions, Monies levied by Writs of *Levaver facias*, Felony Goods, and other Matters: But these being casual and not fixed Revenues, we have not included them in this Schedule; which is confined to the Viscountial Rents and Seizures, and is abstracted from the Returns made to us by the Clerk of the Pipe, of the Whole of the Sheriff's Accounts, as they were passed for the Year ending at Michaelmas 1785.

In forming this Schedule, we have endeavoured, from the Returns made to our Preceptors by most of the Under Sheriffs, and from Information obtained through other Channels, to supply the Names of the Persons at present liable to the Payment of the Rents, as far as we have been able to discover them, instead of the Names appearing on the Great Roll of the Pipe, which, in many Instances, have been the same for Centuries past. To this we have added, an Abstract of the ancient Description of the Estate, with the Annual Rents, the Number of Years in Arrear, and the present Amount of the Arrears; in which we have endeavoured to distinguish the Rents Annually received by the Sheriffs, from the Rents not received, but answered by them out of their own Purse; and have given an Account of the Rents which are *nichilled*, or *nibilled*, on the Sheriff's Appeal, on passing of his Account: And at the Conclusion of the Schedule, we have formed an Abstract of the Whole, shewing, at one View, the Annual Amount of the Rents actually received by the Sheriffs, and of those answered, but not by them received; the total Amount of the Rents and Seizures, as well answered as nichilled; and the total Amount of the accumulated Arrears.

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On Reference to this Abstract it will appear, that the Annual Amount of the Rents actually collected by the respective Sheriffs of Counties, Cities, and Towns in England, as far as we have been able to ascertain by Returns, is Three hundred and Thirteen Pounds, Thirteen Shillings, and Nine Pence Farthing: That the Amount of Rents answered by the Sheriffs, though not actually received, is Two hundred and Fifty-two Pounds, Fourteen Shillings, and Three Eighth of One Penny. But the Sheriffs of Dorsetshire, Hertfordshire, and Oxfordshire, as also of the Cities of Canterbury and Norwich, and the Towns of Nottingham and Southampton, not having returned any Answers to our repeated Precepts, we cannot insert the Proportions in those Divisions: All that we can state, with Certainty, is, that the Amount of the Fee Farm and fixed Viscountial Rents, answered by all the Sheriffs, is only Eight hundred and Twenty-seven Pounds, Eleven Shillings, and Nine Penny Three Farthings: That the Amount of such Rents *not* billed on passing the Sheriffs Accounts, is Two hundred and Twenty-eight Pounds, Thirteen Shillings, and Six Pence Farthing: That the Amount of Seizures actually answered, is Five Pounds, Five Shillings, and Four Pence: That the Annual Amount of Seizures given in Charge to the Sheriffs to be collected, but *not* billed on passing their Accounts, is Five thousand Four hundred and Ninety-four Pounds, Eighteen Shillings, and Five Pence; and that the Aggregate of the accumulated Arrears to Michaelmas 1786, is Three hundred and Eighty-nine thousand Nine hundred and Five Pounds, One Shilling, and Five-pence Three Farthings.

£. 313. 13. 91.
s. d.
£. 252. 14. 2½.

s. d.
£. 627. 11. 11.

s. d.
£. 228. 13. 6½.

s. d.
£. 4. 5. 4.

s. d.
£. 5494. 18. 5.

s. d.
£. 389,905. 1. 5½.

A more particular Detail of the Manner of sending out the Annual Process to the several Sheriffs, from the Office of the Pipe, and of the tedious and chargeable Forms of passing the Sheriffs Accounts, through the numerous Offices connected therewith, in the present System of accounting; with our Opinion how the same may be conducted with more Dispatch, and greater Oeconomy, will be the Subject of a future Report: We shall only observe here, that an Officer, whose Authority continues for One Year only, is not well calculated to collect or preserve a Revenue so generally and vaguely described, as the Estates chargeable with these Rents appear to be, in the Process with which the Sheriffs are furnished.

The Schedule B. contains a Particular of the Fee Farm and other Unimprovable Rents in the Principality of Wales, including Monmouth; in which are specified, the Estates from which the Rents issue, by what Grants they are referred, (where the Grants appear) by whom payable, to what Time paid, the Number of Years in Arrear, and the Amount of Arrears in each County; of all which, an Abstract is formed at the End of each Division, and a general Abstract at the End of both. By Reference to the Abstract at the End of the Division of North Wales, it will appear, that the Annual Amount of Fee Farm Rents given in Charge to the Receiver General, Glynn Wynne, Esquire, is Three thousand Three hundred and Five Pounds, Six Shillings, and One Penny Farthing; but out of this Total, many of the particular Rents in each County are become illeivable, from a Variety of Circumstances, and others are fallen many Years in Arrear; but we trust, that most of the latter will be recoverable by proper Exertions. It is not easy, at this juncture, to discriminate accurately between the illeivable Rents, and recoverable Rents in Arrear; but the Aggregate Amount (including the Collection Rents in the Receipt of Edward Jones, one of the Bailiffs or Sub-Receiver) at the Time of making up this Account, on the 10th of October 1786, was Thirty-two thousand and Ninety-nine Pounds, Six Shillings, and Seven Pence.

s. d.
£. 3,305. 6. 1½.

s. d.
£. 32,099. 6. 7.

The same Kind of Abstract, at the End of the Division of South Wales and County of Monmouth, shews, that the Annual Amount of the Fee Farm Rents given

given in Charge to the Receiver General, the Right Honourable Charles James Fox, including certain Payments called Comorthas, (which are a Species of Rents payable Once in Two, Three, or Four Years, according to the Custom, and which are averaged at those Rates respectively) is Three thousand and Thirty-six Pounds, Fifteen Shillings, and One Penny Half Penny. The Rents in this Division are much better collected and brought to Account than those in North Wales; for the Aggregate Amount of Arrears is only Six thousand Six hundred and Seventy-two Pounds, One Shilling, and Six Pence Farthing; of which we conceive a considerable Part to be recoverable, from the Shortness of the Periods at which they respectively commenced. The Annual Amount of the Rents in Charge, in the Two Divisions, is Six thousand Three hundred and Fifty-two Pounds, One Shilling, and Two Pence Three Farthings; and the Total of the Arrears accumulated thereon, amounts to Thirty-eight thousand Seven hundred and Seventy-one Pounds, Eight Shillings, and One Penny Farthing.

It may be proper here to remark, that amongst the Rents in Wales there are many called Collection Rents, of which a considerable Part is now in Arrear; and there is a Rent called The *Tunc Rent*, peculiar to Flintshire, amounting to Eighty Pounds, Twelve Shillings, and Two Pence per Annum, which is attended with Circumstances of a singular Nature, and requires some Exertion to reform the Collection thereof. Formerly every Sheriff of Flintshire, at the Time of passing his Account before the Auditor, paid this Rent of Eighty Pounds, Twelve Shillings, and Two Pence, in full, at the Audit, until the Sheriffalty of Thomas Kyffyn, Esquire, in 1766, when only Twenty Pounds were paid to the Receiver; and in the following Year, the Payment was reduced to Ten Pounds; since which Period no Part of it has been paid at the Audits.

The Schedule C. contains a Particular of the Fee Farm and other Dry and Unimprovable Rents within the Audits of James West and Henry Shelley, Esquires, comprising all the Counties in England, except Monmouth: In which Schedule are stated, as concisely as possible, the different Descriptions of Rents receivable in each County and Division, in the Order in which they are enumerated in the List at the End of the Schedule: And, in order to shew the actual State of the receivable Rents, and the current Arrears thereon, in Comparison with the Old Supers or illeivable Rents, the Totals of these Three Columns are made up at the End of each Class, and the general Total at the End of each County, as well as at the End of each Receiver's Division; so that, as far as regards each Receiver, the Abstract we have formed at the End of his particular Division, shews, at one View, the Total of Rents he ought to receive Annually, the Arrears which he or his Predecessors have suffered to accumulate on the receivable Rents, and, the Annual Amount of Rents admitted as *Old Supers*; of which latter Kind we have thought it sufficient to state the Totals only, as the Insertion of the Particulars would have swelled the Schedule considerably to no Purpose.

On Reference to the Recapitulation of the Abstracts of Rents in the Collection of the several Receivers General, at the End of the Schedule C. it will appear, that the Annual Total of good Fee Farm Rents, receivable in the Audits of James West and Henry Shelley, Esquires, amounts to Five thousand Four hundred and Sixty-two Pounds, One Shilling, and Five Pence Three Farthings; That the Annual Total of Old Supers is Nine thousand and Seventy-three Pounds, Five Shillings, and Six Pence Seven Eighths of One Penny; and, that the Annual Total of Fee Farm and other Dry Rents, which, at first View, appears to be the Amount of the Annual Rental, is Fourteen thousand Five hundred and Thirty-five Pounds, Seven Shillings, and Five Eighths

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Eighths of One Penny. The Aggregate of the Arrears is Eight thousand Eight hundred and Seventy-eight Pounds, Seventeen Shillings, and Nine Pence; which we shall call on the several Receivers to collect or account for, agreeable to the Powers of the Act, if the Arrears are not speedily reduced to a reasonable Balance, in those Counties where they appear most considerable. £. 8,878. 17. 9.

Upon the Whole, it will appear that the Amount of the receivable Fee Farm and other Dry and Unimprovable Rents in the several Counties of England and Wales, accounted for before the Clerk of the Pipe, and the respective Auditors, is as follows:

Viscountiel Rents and Seizures in the English Counties, accounted for in the Pipe Office, — — — —	£. 831 16 51
Rents in North and South Wales, accounted for to the Auditor of that Principality, — — — —	6,342 1 24
Rents in the several Divisions of the Counties of England, in the Audits of James West and Henry Shelley, Esquires, —	5,462 1 51
Making a Total of	£. 12,635 19 21

Though we have stated the Totals of the Fee Farm and other Unimprovable Rents audited in these several Departments, to be the Amount of such Rents at present payable to the Crown; yet we must remark, that the Fee Farm Rent of One thousand and Two hundred Pounds, paid Half Yearly into the Exchequer from the Manor of Mulgrave and Seton, is of the same Description, and should be taken in Addition to the Totals above stated; and, that this Part of the Land Revenue will be considerably augmented in the Year 1804, by the Return of many Rents, formerly settled on Catherine Queen Dowager, but afterwards granted away for Terms of Ninety-nine Years, to commence at her Death, which happened in the Year 1705. £. 1,200.

Of these Rents we have already sold a considerable Number to the Proprietors of the Estates out of which they issued, to whom the Act directs the Preference of Purchase to be given until the First Day of January next; and we have received Applications for the Purchase of a great many more.—The Produce arising from the Sale has been invested in the Three per Cent. Consolidated Annuities, agreeable to the Provisions of the Act; and the Capital purchased therewith, and standing in the Name of the Lord High Treasurer of England, is at present Forty Thousand £. 40,000. Pounds.

Land Revenue Office,
Scotland Yard,
11th December 1787.

CHAS MIDDLETON.
JN^r CALL.

THE FOLLOWING ARE
THE
TITLES and ABSTRACTS
OF THE
SCHEDULES,
ANNEXED TO THE PRECEDING
REPORT.

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Schedule A.

AN ABSTRACT of the Viscountiel Rents Annually sent out in Process from the Office of the Pipe, to the respective Sheriffs of the several Counties, Cities, and Towns in England.

Schedule B.

A PARTICULAR of the Fee Farm and other Dry and Unimproveable Rents, payable to His Majesty within the Principality of Wales and County of Monmouth, in the Two Divisions of North and South Wales, as they are usually given in Charge by the Auditors to the respective Receivers.

Schedule C.

A PARTICULAR of the Fee Farm and other Dry and Unimproveable Rents, payable to His Majesty throughout the several Counties of England, except Monmouth, in Twenty-one Divisions, as they are usually given in Charge by the Auditors to the several Receivers.

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A B S T R A C T of Schedule A.

A B S T R A C T of TOTALS collected within the several Counties.

COUNTIES.	Annual Amount of Rates actually received by the Sanitary Authorities.	Annual Amount of Rates authorized, but not received by the Sanitary Authorities.	Total Amount of Rates authorized.	Annual Amount of Rates actually received by the Sanitary Authorities.	Annual Amount of Rates actually received by the Sanitary Authorities.	Annual Amount of Rates actually received by the Sanitary Authorities.	Total Amount of Rates and Sums actually received.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Bedfordshire	5 18 8	3 17 3	9 15 11	10 11	—	1 16 8	166 — 6
Berkshire	—	4 17 8½	4 17 8½	13 8	—	46 10 —	2,683 9 7
Buckinghamshire	66 18 1	— 16 —	67 14 1	—	1 —	863 — 4	63,970 — 4
Cambridge and Huntingdonshires	6 6 8	1 19 6	8 6 2	11 14 —	—	98 10 —	8,897 6 5
Cornwall	3 3 4	4 16 2	7 19 6	—	—	78 10 —	6,534 3 10
Cumberland	4 9 8	6 1 7	10 11 3	7 —	—	—	553 —
Derbyshire	2 5 —	— 5 1	2 10 1	7 6	—	43 10 —	2,707 11 9
Devonshire	—	35 9 5	35 9 5	7 11 9	—	197 8 —	8,928 14 9
Dorsetshire	—	—	30 — 2 3½	1 16 1	10 —	30 —	2,289 13 3
Essex	1 10 1	3 13 —	5 3 1	11 7 2½	—	115 —	12,614 11 2½
Gloucestershire	9 4 11½	5 15 2½	15 — 2	—	—	35 17 6	1,213 6 3½
Herefordshire	— 15 10	1 5 3½	2 1 1½	1 11 9½	1 —	44 10 —	5,174 17 3½
Hertfordshire	—	—	2 2 1½	1 13 6	—	317 10 —	24,987 4 6
Kent	12 3 6½	6 10 2½	18 13 9½	16 13 1	—	578 —	32,665 12 3½
Leicestershire	2 3 1	1 4 3	3 7 4	3 11 3½	—	—	292 15 11½
Lincolnshire	16 8 2½	22 4 1½	38 12 4	6 12 2½	—	900 12 9	56,984 18 5½
London and Middlesex	35 15 8	50 11 1	86 6 9	4 13 5	—	59 —	4,687 12 1
Monmouthshire	2 —	— 6 8	2 6 8	— 5 —	—	24 —	2,430 14 4
Norfolk	24 3 5	42 10 —	66 13 5½	—	—	5 10 —	364 —
Northamptonshire	9 6 3½	3 5 7½	12 11 11	—	—	2 —	1,049 4 6
Northumberland	7 4 9	— 1 4	7 6 1	3 14 —	—	— 10 —	1,049 4 6
Northinghamshire	35 11 1	— 1 6	35 12 7	7 15 —	—	2 —	20,397 10 3
Oxfordshire	—	—	51 14 3½	3 12 2	—	292 —	428 6 3
Rutlandshire	— 10 —	— 1 —	— 10 1	3 15 4	—	—	1,126 — 5½
Shropshire	4 4 1	— 10 11½	4 15 —	1 10 4½	13 4	15 —	1,560 5 2
Somersetshire	2 6 8	19 5 9½	21 12 5½	5 13 6	—	175 2 —	7,954 11 7
Southampton	—	—	7 6 4	7 5 8	—	140 3 9	15,396 13 1½
Staffordshire	2 18 8	3 2 11	6 1 7	8 8 —	—	238 15 9	17,380 12 6½
Suffolk	—	7 12 6½	7 12 6½	14 13 4½	—	232 —	14,877 14 2
Surrey	4 5 4	— 1 —	4 6 4	21 — 11	—	152 3 —	305 7 2½
Sussex	—	3 7 6	3 7 6	3 14 2½	—	—	13,950 6 9½
Warwickshire	1 7 8	1 9 8½	2 17 4½	—	—	283 —	6,146 1 3½
Westmorland	— 1 —	— 1 —	— 1 —	—	—	72 —	7,311 18 6½
Wiltshire	30 9 10	4 3 5	34 13 3	—	—	131 16 4	22,540 2 5½
Worcestershire	—	3 7 11½	3 7 11½	7 3 8	—	—	—
Yorkshire	4 4 6	3 3 3	7 7 8	50 11 8	3 —	331 2 4	—
Total Counties	£. 295 16 1½	£. 141 16 —	£. 628 17 1½	£. 314 18 6½	£. 4 5 4	£. 5,494 18 5	£. 388,573 6 44
Total Cities and Towns	£. 17 17 8	£. 10 18 —	£. 198 14 —	£. 13 15 —	—	—	£. 1,331 15 1
Total	£. 313 13 9½	£. 252 14 —	£. 827 11 1½	£. 328 13 6½	£. 4 5 4	£. 5,494 18 5	£. 389,905 1 5½

A B S T R A C T

{ 16 }

ABSTRACT of TOTALS collected within the Cities
and Towns.

CITIES and TOWNS.	Amount for water rents, including any other, by the Council.	Amount for Rents and Licences, but not including for the Market.	Total Amount of Rents and Licences.	Amount for Rents, &c., on the Streets, Appals.	Total Amount of Rents, &c., on the Streets, Appals.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
City of Bristol —	9 13 7	1 15 8	11 9 3		
Canterbury —	—	—	13 18 8	2	
Canterbury —	— 1 —	— 1 —	— 1 1		
Exeter —	— 2 11	— 18 10	1 1 9	1 3 4	128 6 8
Gloucester —	— 11 —	— 9 2	1 — 2		
Lincoln —	—	1 — —	1 — —	9 — 2	1,016 19 10
Lichfield (all)					
Norwich / —	—	—	2 7 2	— 17 2	82 6 4
Worcester —	— 8 1	—	— 9 1		
York —	—	5 6 —	5 6 —	— 1 —	101 8 11
Town of Kingston upon Hull —	3 8 4	—	3 8 4		
Newcastle upon Tyne —	3 13 8	— 15 4	4 9 —		
Nottingham —	—	—	2 14 5		
Poole —	—	— 12 —	— 12 —		
Southampton —	—	—	150 18 1	2 13 4	2 13 4
Totals —	£. 17 17 8	10 18 —	198 14 —	13 15 —	1,331 15 1

Land Revenue Office,

Scotland Yard,

11th Decem^r 1787.

CHAS MIDDLETON,

JN^o CALL.

ABSTRACT

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A B S T R A C T of Schedule B.

T O T A L S C O L L E C T E D.

NORTH WALES.			Annual Amount of Tax From Rents.		Total Amount of Rents.
			£. s. d.		£. s. d.
Anglesey	—	—	415 9 7½	Anglesey	3,536 14 4
Carnarvon	—	—	539 1 6	Carnarvon	6,750 14 9½
Merioneth	—	—	228 9 9	Merioneth	1,226 13 5
				D ^r Rents in the Collection of Edw ^d Jones	85 17 1½
Deobigh	—	—	1,746 19 4	Deobigh	3,679 4 11½
				D ^r Rents in the Collection of Edw ^d Jones	17,990 2 6
Flint	—	—	318 9 8½	Flint	3,545 5 6
Montgomery	—	—	56 16 2½	Montgomery	518 13 1
			£. 3,305 6 1½		£. 32,099 6 7

NOTE. The Rents of the Armoirs of Collection Rents are not assessed in the Column of Armoirs, in the respective Counties of Merioneth and Deobigh, as the Whole of the Collections are not in Armoirs, but a Part only; and the Particulars of which Part cannot be ascertained, not being returned by the Bailiff.

SOUTH WALES.			Annual Amount of Tax From Rents.		Total Amount of Rents.
			£. s. d.		£. s. d.
Pemroke	—	—	1,137	12	1½
Carmarthen	—	—	743	12	5
D ^r Comorha's	—	—	4	6	—
Cardigan	—	—	382	3	9½
D ^r Comorha's	—	—	14	19	4
Brecknock	—	—	258	2	7½
D ^r Comorha's	—	—	39	3	4½
Radnor	—	—	132	16	—
D ^r Comorha's	—	—	1	18	9
Glamorgan	—	—	114	11	10½
Monmouth	—	—	207	8	8½
			£. 3,036	15	1½
					£. 6,672
					1
					6½

T O T A L A M O U N T.

			Total Amount of Tax from Rents.				Total Amount of Re- rents.		
			£. s. d.				£. s. d.		
North Wales	—	—	3,305	6	1½	—	32,099	6	7
South Wales	—	—	2,976	7	7½	—	6,672	1	6½
D ^r Comorha's Com ^r Assn ^r			60	7	6½				
			£. 6,342	1	2½		£. 32,771	8	1½

Land Revenue Office,
Scotland Yard,
11th Decem^r 1787.

CHAS MIDDLETON,
JN^o CALL.

E

A B S T R A C T

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A B S T R A C T of Schedule C.

RECAPITULATION of the Abstracts of the Rents in the several Divisions of the English Counties, the Particulars of which are contained in Schedule C.

N ^o of the Division in the Calculation of each Receiver.		Good Rents.	Old Tithes.	General Total of good and bad Rents.	Amount of current Arrears on the preceding Rents.
<i>Dist- fries.</i>	<i>Receivers.</i>	£. s. d.	£. s. d.	£. s. d.	£. s. d.
I. II.	Mess ^r King and Burke	408 — 6½	589 15 9½	997 16 3½	1,140 19 1
III. IV. V.	Jer ^s Robinson, Esq ^r —	1,138 3 4½	2,836 19 1½	3,975 2 5½	803 5 6
VI. VII.	George Hubbard, Esq ^r	272 13 — ½	1,126 15 2½	1,399 8 2½	142 2 6½
VIII.	Nath ^l Barrett, Gent. —	491 3 11½	903 17 2½	1,395 1 1½	74 8 7
IX. X.	Geo. Prettyman, Esq ^r —	236 9 2½	232 14 5½	469 3 8	61 11 6
XI. XII.	Joe ^s Farrington, Esq ^r —	231 6 1½	314 11 11½	545 18 1½	
XIII.	Edw ^d Embley, Gent. —	636 4 10½	326 5 3½	962 10 2	
XIV.	The Governor of the } Isle of Wight — }	472 17 8	—	472 17 8	
XV. XVI.	Beavis Wood, Gent. —	408 9 9½	250 16 10½	659 6 7½	67 6 9
XVII.	Ch ^r Aplin, Gent. —	84 19 4½	1,359 17 4½	1,444 16 9½	106 12 1
XVIII.	John Sainbury, Esq ^r —	50 — —	—	50 — —	463 6 2
XIX.	Glynn Wynn, Esq ^r —	156 17 2	88 — 11	244 18 1	3,630 6 4½
XX.	George Hubbard, Esq ^r	46 13 2½	25 18 2	72 11 4½	24 10 8
XXI.	John Green Bafceley, Esq ^r	828 3 1½	1,017 13 3½	1,845 16 4½	2,264 8 9
		£. 5,462 1 5½	9,073 5 6½	14,535 7 —½	8,878 17 9

Land Revenue Office,

Scotland Yard,

11th Decem^r 1787.CHA^s MIDDLETON,JN^o CALL.

A LIST

A L I S T

Of the Auditors and Receivers of the Fee Farm and other Dry Rents in the several Counties in England, with the Divisions in which the same are audited and received.

No of the several Divisions.	Counties in each Division.	Auditors.	Deputy Auditors.	Receivers.	Deputy Receivers.
I.	{ Essex — — — Hertford — — Middlesex — — London — — }	James Webb, Esq'	John Hofer, Esq'	{ The Rev ^d Walker King, CP, and Rich ^d Burke, Esq' — — }	Clement Neville Zouch
II.	{ Norfolk — — Huntingdon — — }				
III.	{ Lancaster — — Westmorland — — Cumberland — — }				
IV.	York — —	Ditto — —	Ditto — —	Jer ^s Robinson, Esq'	
V.	{ Richmond — — Durham — — Northumberland — — }				
VI.	{ Kent — — — Surrey — — — Suffex — — — }	Ditto — —	Ditto — —	Geo. Hubbard, Esq'	Rob ^t Gray, Esq'
VII.	{ Northampton — — Rutland — — }				
VIII.	{ Stafford — — Hereford — — Salop — — — Worcester — — }	Ditto — —	Ditto — —	Nath ^l Barrett, Gent.	W ^m Barrett, Esq'
IX.	{ Suffolk — — Cambridge — — }	{ — — — Ditto — — }	{ — — — Ditto — — }	{ — — — Geo. Prestyan, Esq' — — — }	{ No Deputy for this Division W ^m Barrett, Esq'
X.	{ Bedford — — Bucks — — }	{ — — — Ditto — — }	{ — — — Ditto — — }	{ — — — Geo. Prestyan, Esq' — — — }	{ — — — W ^m Barrett, Esq'
XI.	{ Oxford — — Berks — — }	Ditto — —	Ditto — —	Jos ^s Farrington, Esq'	W ^m Barrett, Esq'
XII.	{ Honor and Castle of Windsor — — }	Ditto — —	Ditto — —		
XIII.	{ Southampton — — Wilts — — — Gloucester — — }	Ditto — —	Ditto — —	Edw ^d Emly, Gent.	W ^m Barrett, Esq'
XIV.	Isle of Wight — —	Ditto — —	Ditto — —	{ The Governor for the Time being }	{ The Steward to the Governor }

XV.

Number of the	Division in each Division	Assessors	Deputy Assessors	Revenue	Deputy Revenue
XV.	{ Somerset — Dorset — }	{ — — James Webb, Esq' — }	{ — — John Hofter, Esq' — }	{ — — Beavis Wood, Gent. — }	W ^m Barrett, Esq
XVI.	{ Devon — Cornwall — }	{ — — — — }	{ — — — — }	{ — — — — }	{ No Deputy for this Division }
XVII.	{ Warwick — Leicester — }	{ Ditto — — — }	{ Ditto — — — }	{ Ch ^r Aples, Gent. — — — }	No Deputy
XVIII.	Savoy Hospital —	Ditto —	Ditto —	J ⁿ Sainsbury, Esq' —	Rich ^d Gray, Esq'
XIX.	Chester —	Hen ^r Shelley, Esq' —	Rich ^d Gray, Esq' —	Glynn Wynn, Esq' —	
XX.	Derby —	Ditto —	Ditto —	Geo. Hubbard, Esq' —	Rob ^t Gray, Esq'
XXI.	{ Lincoln — Nottingham — }	{ Ditto — — — }	{ Ditto — — — }	{ J ⁿ Green Bask- ley, Esq' — }	No Deputy

Land Revenue Office,

Scotland Yard,

11th Decem^r 1787.

CHA^r MIDDLETON.

Jⁿ CALL.



T H E T H I R D
R E P O R T
O F T H E
C O M M I S S I O N E R S
A P P O I N T E D T O E N Q U I R E I N T O
T h e S T A T E a n d C O N D I T I O N
O F T H E
W o o d s , F o r e s t s , a n d L a n d R e v e n u e s
O F T H E
C R O W N ,
A N D T O S E L L O R A L I E N A T E
F e e F a r m a n d o t h e r U n i m p r o v e a b l e R E N T S .

Dated 3d J U N E 1788.

Printed in the Year M.DCC.LXXXVIII.

To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled.

The THIRD REPORT of the Commiſſioners
appointed to enquire into the State and Condition
of the WOODS, FORESTS, and LAND
REVENUES of the CROWN, and to
ſell or alienate Fee Farm and other Unimproveable
RENTS.

AMONG the Objects committed to us by the Act under which we derive our Appointment, "the examining into the State and Condition of the Woods and Forests belonging to the Crown, the ſuggeſting Plans for relieving any Abuses in the Management of them, and for the Protection, Increaſe, and Supply of Timber thereon for the Uſe of the Royal Navy," appearing to us to be by far the moſt important, our firſt Attention was directed to the Means of acquiring the neceſſary Information for enabling us to execute this Part of our Commiſſion; and having Reaſon to believe that the Complaints of Waſte and Spoil in His Maſteſty's Forests were too well founded, we anxiously wiſhed to lay before the Legiſlature, as ſoon as poſſible, the full eſt Statement of a Matter of ſo great National Importance.

With theſe Views, we began this Part of our Enquiry by writing to John Pitt, Eſquire, late Surveyor General of His Maſteſty's Woods and Forests, requeſting that he would ſend us an exact Liſt of all the Woods, Forests, Parks and Chaces, under his Charge, with ſuch Plans, or deſcriptive Surveys of them, as he might have in his Poſſeſſion.

See Liſt of Forests,
&c.
Appendix, N^o 1.

The Surveyor General of the Woods and Forests being the only Officer who has a general Superintendance of the Woods belonging to the Crown in the Forests, no Survey being made, or Warrant iſſued, for any Work to be done in any Forest, nor any Fall of Timber directed, either for the Navy or for Sale, without a previous Reference to him, it was natural to expect that the beſt Information of the State of the Forests, and the moſt complete Deſcriptions, Plans, or Surveys of them, would be obtained from his Office; but the Answer returned by Mr. Pitt was, "That not having received from his Predeceſſors any Maps, Surveys, or other Accounts of His Maſteſty's

[4]

" *Jeffry's Woods and Forests*, except a few old *Surveys of Woods and Coppices* which " had been formerly inclosed, he could not give us any Official Information as to " the Particulars of each Forest; but that he had some Books and Papers, which " he had purchased at public Sales, containing several ancient Manuscripts and " Particulars relative to the Forests and Wood Grounds:" Of these he offered us the Inspection; and his Son, Mr. William Morton Pitt, hath since, with the utmost Readiness, sent them for our Perusal.

Disappointed in our Hope of obtaining Information where it was most naturally to be looked for, we were driven to a much wider Field of Research; our Information has been collected with more Difficulty, and has required longer Time, than we had Reason to expect; and we have been obliged to make our First and Second Reports on Subjects of much less Consequence, in order to comply with the Terms of the Act, by which we are required to make a Report within Fourteen Days after the Commencement of each Session of Parliament.

Not having found one Plan of any Forest, which upon Examination proved to be accurate, nor any Surveys, except those delivered to Parliament in 1783, which were merely Accounts of the gross Quantity of Timber then growing in the Forests, taken without Reference to any other Object, we judged it absolutely necessary to have accurate Plans and Surveys made of those Forests in which the Crown has any valuable Interest remaining. This has occasioned an Expence which we anxiously wished to avoid; but there appeared to us to be no other Means by which the present Limits of the Forests could be distinctly ascertained; nor any Mode so likely to check the Incroachments Daily made, to preserve the expiring Rights of the Crown, and to furnish the necessary Information to those who may be appointed to carry into Execution any System that may be adopted for the future Management of the Forests.

Although our Enquiry concerning the Forests has been general, yet so much do the Rights of the Crown, and of Individuals, vary in the different Forests, and such Diversity is there in the Grants, Fees, Perquisites, Claims, and Reservations in them, that, to avoid Confusion, we shall find it necessary to report the State of each Forest separately: The Underwood, the Timber, the Bark, the Top and Lop, the Deer, the Herbage, the Mines, and the Soil itself, are all the Subjects of different Grants or Reservations; and those Grants are to Persons of various Descriptions, to Officers during Pleasure, for Life, or in Perpetuity, and to many Individuals who have Estates and Possessions within or adjoining to the Forests.

But though it is not our Intention, in this Report, to attempt to explain the Situation of all the Forests in these Particulars, or to give an accurate Statement of the Produce and Expenditure in each of them, we think it necessary to mention, in general, in order to shew how much the Subject calls for the Public Attention, that according to the Information which we have received from very able Surveyors, employed in almost every Part of England, there is a general and alarming Decrease in the Quantity of Naval Timber, both in the Forests, and on private Estates: That there is less Ground now planted than of Wood Land turned into Tillage; and that the Plantations now made are, in general, more for Ornament than Use: That the Annual Demand for the Dock Yards cannot, from the Accounts which we have received from the Navy Board, be reckoned at less than 25,000 Tons or Loads, of which Quantity not more than One Twelfth Part has been furnished from the Whole of the Forests of the Crown during His Majesty's Reign; and yet so wasteful and destructive is the present System of Management in those Forests, that the general Quantity of Timber in them lessens every Year.

We are aware that there have been similar Complaints, and Apprehensions of a
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Want of Naval Timber, in every Age, from very early Times; and it may therefore probably be supposed, that the Danger is not more real now than it has formerly been: It may be imagined that if there be an increased Demand for Naval Timber, as that Demand must necessarily add to the Price, and thereby give greater Encouragement to Importation and Planting, there can be no Reason to apprehend that where Industry is so general, and Property so secure, as they are in this Country, an ample Supply will not always be obtained from private Property, or from general Commerce.

It will be found, however, that this Principle does not hold in the Case of Naval Timber: The great Addition to the Navy and Commerce of Great Britain, with the rapid Increase of the valuable Business of Ship Building in this Country, since the Close of the last War, and since the Employment of American-built Ships in our Trade has been restricted, are Circumstances which render any other Evidence of an immense additional Demand for Naval Timber unnecessary; and our Information, as to the Reality of the general Decrease of Timber, is too certain to admit of any Doubt. The Commissioners of the Navy having, One Year with another, been furnished with no more than 2,000 Loads of Timber from His Majesty's Forests, have purchased all the rest, being about Twenty-three thousand Loads, from Individuals in this Country; no Part of the rough Timber being now imported. A Board which has such ample Means of acquiring Information, by its numerous and extensive Transactions in the Purchase of Timber, and whose Attention is peculiarly directed to that Object, cannot be deceived in this Particular; and our Information from that Board is corroborated, not only by the Reports of our Surveyors from every Part of England, and by the Answers to all our Enquiries, but also by the Opinions of the best Authors who have written on the Subject.

Appendix, N° 3.

Appendix, N° 2.

It is found, therefore, from Experience, that an Addition to the Demand for Naval Timber does not produce a proportional Supply from private Property; and the Reason is obvious: An Oak must grow an Hundred Years, or more, before it comes to Maturity; but the Profits arising from Tillage or Pasture are more certain and immediate, and perhaps as great: It cannot, therefore, be expected that many private Individuals will lay out Money on the Expectation of Advantages which they themselves can have no Chance to enjoy: Commerce and Industry seek for, and are supported by, speedy Returns of Gain, however small; and the more generally the Commercial Spirit shall prevail in this Country, the less Probability is there that planting of Woods, for the Advantage of Posterity, will be preferred to the immediate Profits of Agriculture.

It is accordingly in the Northern, or mountainous Parts of the Kingdom chiefly, and on Land unfit for Tillage, where any great Plantations have lately been made; and these are mostly of Fir: But the Oak, to become great Timber, requires the strongest and deepest Soil, which being also the most profitable for Agriculture, is the least likely to be employed by Individuals in raising Timber.

For the Remedy or Prevention of this Scarcity, which has so long been apprehended, various Plans have, at different Periods, been adopted, or recommended. In early Times, Recourse was had to the narrow System of putting Restraints on the Use and Management of Private Property: In the Reign of Henry VIII. a Law was made, by which it is Enacted, "That Twelve Standils or Stokers, likely to become Timber Trees, shall be left on every Acre of Wood or Underwood that shall be felled at " or under 24 Years Growth; the turning Wood Land into Tillage is prohibited; " and whenever any Wood is cut, it must be immediately inclosed, and the young " Spring of Wood protected for Seven Years, and Penalties are appointed for every

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" Transgression

35 Henry VIII.
Chap. 17.

13 Eliz. C. 29. " Transgression against this Law." And in the 13th of Elizabeth, there were further Provisions relative to the Management of Woods on private Estates.

But these Regulations have proved altogether ineffectual. The Management of private Property cannot any where be placed, with more Safety and Advantage to the Public, than with the Proprietors: The Interference of Government, farther than in the Protection of Property, is always submitted to with Reluctance, often evaded, and seldom productive of any Benefit to the Public.

It is true that there is no Kind of Property that requires the Protection of Laws more than Timber, which may easily, and in very little Time, be hurt or destroyed, but requires a Century to come to Perfection. The Penal Laws relative to the Destruction of Trees should, for that Reason, be rigidly enforced, and the Punishments perhaps increased; yet as all the Expectation of Advantage which the freest Use and the most entire Command of the Property can give, is found insufficient to induce Men to plant, with a View to so distant a Return, so much as the Demand requires, Government should certainly not lessen that Expectation by Restraints on the Use, or Interference in the Management, of the Woods of Individuals; and any Laws which hold out such Discouragements should, perhaps, be repealed.

But though the leaving to every Man the entire and uncontrouled Use and Management of his own Woods, is the most likely Way to encourage planting on private Estates, yet we are very far from agreeing with those who think that Government may safely trust to the Supply of Timber which private Estates and Commerce will afford.

Holland is an Example, and perhaps the only one that can be given, of a Country which, without Forests of its own, belonging either to Individuals or to the State, has been regularly supplied with Naval Timber through the Medium of Commerce; but the Situation of Holland is very different from that of Great Britain: A State with little Territory can have no other Means of Supply; and the great Rivers which, after passing through an extensive Continent in which there are many Forests, fall into the Sea in Holland, added to its Vicinity to those Northern Countries which abound the most in Wood, give Holland Advantages in procuring Timber by Commerce, which no other Country possesses in the same Degree: But in this Kingdom there are large Tracts of Land belonging to the Crown which cannot be applied to better Uses; the British Oak is of a superior Quality to any that grows in those Northern Parts of Europe, from whence only we can be supplied without enormous Expence. It is said too that Timber is becoming scarce in those Countries; and we certainly should not depend on other States for what is essential to our own Defence.

Campbell's
Political Survey.

But if Government cannot with Safety depend on the Supplies from private Estates in this Kingdom, nor on what may be imported from Abroad, neither ought it to trust to a sufficient Supply for our Navy from the Royal Forests, circumstanced as they now are, and while they remain under the present System of Management.

The improvident and often ill-defined Grants made by the Crown in many of the Forests, and the confused Mixture of Rights created by them, have the worst Effect upon the Property itself. The Proprietor of the Underwood must wish to prevent the Growth of Timber, by which his Crop is diminished; and it is for the Advantage of those to whom the Herbage has been granted, that no Wood should grow up of any Kind: The Whole is a perpetual Struggle of jarring Interests, in which no Party can improve his own Share without hurting that of another.

But the Contest is very unequal: At a Distance from the Seat of Government, the
Inhabitants

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Inhabitants and Borderers on those extensive Forests have the greatest Temptations, as well as the best Opportunities, to injure and encroach on the Property reserved by the Crown; and the Crown must find it extremely difficult to protect its remaining Rights.

Formerly, when the Crown Lands afforded the chief Revenue by which the Expence of Government was supported, when, to avoid the Demand of Aids from the People, which a Failure in that Revenue gave Occasion for, Resumptions of Grants were not only common but popular; and when the Forest Laws were carried into full Execution, there was little Danger that the Crown would suffer a permanent Loss of its Landed Property: For though the Encroachments, Devastation, and Spoil in the Forests were perhaps more rapid, in Times of public Disturbance, and during the Reigns of weak or improvident Princes, than they even now are, yet such was the Power exercised by the Crown, that what was lost or granted away during a relaxed or profuse Administration, was resumed, or amply compensated, by the first Monarch who gave Attention to that Part of his Property: And whoever considers the Resumption of Grants, and the oppressive Extensions of the Forests in early Times, or reads the Reports of Sir William Jones, of the Proceedings before the Earl of Holland, as Chief Justice in Eyre, in the Reign of Charles I. will see that there was formerly more Danger to private Property from the violent Exertions of Power, than to the Property of the Crown by the Encroachments of Individuals.

Davenant.
St John, on the
Crown Lands.
Charta de Foresta.
Jones's Reports,
and Appendix, Page 5.

The Situation now is very different: Private Property, happily for this Country, is in perfect Security; but the Property of the Crown in the Forests is open to daily Encroachments; and unless a Stop shall soon be put to the Progress of existing Abuses, and some Interruption given to intrusive Possession, the greatest Part of the Timber now growing in the Forests will be destroyed; and those Rights which are at present retrievable, will be gradually lost.

To these general Observations, tending to shew the Necessity there is for Attention being speedily given to the Improvement of the Forests, in order to provide a Supply of Oak Timber from them for the Use of the Navy, we think it necessary to add a very brief Sketch of the general Government of the Forests under the ancient Forest Laws, to which some Reference is unavoidable, those Laws being still in Force in such of the Forests as have not been disafforested, and being, in Dean Forest, particularly confirmed by the Act of 20th Charles II.; but we mean to go no further into that Subject, than may be sufficient to render such occasional References intelligible.

The Origin of none of the Forests belonging to the Crown is to be found mentioned in any History or Record, the New Forest in Hampshire excepted, which, though made by William the Conqueror, is called by Manwood, the "newest Forest in England."

Manwood on Fo-
rest Laws, Page 39.

The Bounds of many of the Forests were enlarged by Henry II. Richard I. and King John; but they were reduced to their ancient Limits in the Reign of Edward I. agreeable to the Provisions of the Charta de Foresta; and, in order to ascertain those Limits, Perambulations were then made, and afterwards confirmed by Act of Parliament.

28 Edward I.

1 Edward III.
Cap. 1.

The Origin of the Laws and Regulations for the Management of Forests seems to be involved in equal Obscurity with that of the Forests themselves. Since the Charta de Foresta, there have usually been Two Justices in Eyre, one for the North, and the other for the South of Trent: Each of those Officers has Jurisdiction over all the Forests within his District; and there was no other Officer who had any general Superintendence

9 Henry III.

Manwood. perintendance of the Forests before the Reign of Henry VIII. But in each Forest there was a distinct Set of Officers; namely,

1st, Verderors, who are Judges of the Swanmote Court, and Directors of all the other Officers in the Forest: There were usually Four Verderors in every Forest of the King.

2dly, Regarders, who were to go through the whole Forest, and make their Regard every Third Year; to enquire of all Offences in the Forest, and survey all Affairs, Wailes, and Purprestures: There should be Twelve Regarders in every Forest.

3dly, Foresters, whose Duty was to preserve the Vert and Venison in the Forests, to attach Offenders, and present Offences at the Forest Courts: The Number was determined by the Occasion for them in each Forest, according to the Discretion of the Regarders.

4thly, Agisters, whose Office was to receive and account for the Agistment or Profits arising from the Heritage and Pannage of the King's Woods and Lands in the Forests: There should be Four in every Forest in which the King hath Woods to agist.

5thly, Woodward, whose Charge was to look after the Woods, and to present Offences therein at the Forest Courts: Their Number does not seem to have been determined.

6thly, A Steward, whose Duty is to attend the Courts, and assist the Verderors.

Besides these Officers, there have been usually a Lord Warden, Lieutenant, or Master Forester, appointed by the King in each Forest; and there may be other Officers in a Forest, by local Custom.

There were Three Courts appertaining to the Forests, namely, the Court of Attachments or Woodmote, the Court of Swanmote, and the Justice Seat, or Court of the Chief Justice in Eyre.

The Two first of these Courts were composed of the Officers in each Forest. The Court of Attachment or Woodmote ought to be held every Forty Days, at which Court every Officer in the Forest should attend: This Court was to enquire into all Offences of every Kind done in the Forest, and to present them at the Swanmote Court, and to the Lord Chief Justice in Eyre.

The Court of Swanmote, in which the Verderors were the Judges, should be held Three Times in every Year. The First Court should be held Fifteen Days before Midsummer, for the Purpose of clearing the Forest of all Animals (except Deer) for the next Month, called the Fence Month, which is the Fawning Season, during which the Deer ought to be left undisturbed, and a severe Penalty is incurred by introducing any other Beast into the Forest at that Time. The next Swanmote Court should be held Fifteen Days before Michaelmas, when the Herbage Money for Cattle should be received, and the Swine should be admitted into the Forest, to feed on Acorns and Beech Mast, called Pannage, which should be paid for at the Third Court, to be held Forty Days after Michaelmas, videlicet, on the Feast of St. Martin: At that Time the Forest should again be cleared, and no Animal (except Deer) admitted, from the 1st Day of November until the 23d Day of April (Old Style) which Period is called the Winter Haining.

At this Court the Presentments of the Court of Attachments ought to be received, and enrolled, the smaller Offences tried, and those of more Importance presented to the

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the Justice in Eyre, to whom the Rolls of this Court ought to be certified at the next Sessions of Eyre; and those Rolls should contain an Account of every Offence committed, of every Deer killed, and of every Tree felled in the Forest; by what Warrant, and of what Price or Value; with every Fine imposed; and the Agistment, or Money paid for the Pasturage of Cattle and Pannage of Swine.

The Court of Justice Seat ought to be held in each Forest once in every Three Years, when the Rolls of those inferior Courts should be presented to the Chief Justice in Eyre, and the Offences tried.

Though many of these ancient Regulations appear to be well calculated for the Preservation of the Forests, inasmuch that the Act of the 30th Charles II. for the Increase and Preservation of Timber in Dean Forest, takes Notice, "that it had been found, by former Experience, that nothing did more contribute to the Raising, Increase, and Preservation of Timber, than the Forest Laws," yet even so early as in the Reign of Henry VIII. some other Regulations were deemed necessary. In the 33d Year of that King's Reign an Act was passed, establishing a Court, called the Court of General Surveyors of the King's Lands, which was to consist of the King's General Surveyors, a Treasurer, an Attorney, the Master of the Woods, Auditors, Receivers, a Clerk of the Court, an Usher, and Messenger. This Court had a general Superintendence of the Lands belonging to the Crown: The Master of the Woods was empowered, with the Assent of the Court, to make Sales of Wood, &c. in the Forests; and none could be cut without his Warrant, and the Assent of the said Court: But in the 38th Year of the same Reign, that Court was dissolved by Letters Patent, and a new Court, called the Court of Augmentations, was erected, and invested with all the Powers of the former Court. One Master, and One Surveyor of the Woods, for the South, and One of each for the North of Trent, were Members of it, and in each District Wood Sales were ordained to be made, by the Certificate of the Surveyor, and by the Commission of the Master of the Woods, with the Consent of the Justice in Eyre.

Cap. 3.

33 Henry VIII.
Cap. 3.

38 Henry VIII.

Both those Courts seem to have been very well constituted for the Remedy of what was defective, as to the Preservation of Timber, in the Administration and Management of the Forests, under the Forest Laws. From the Account which has been given of the Courts of Attachments and Swanimote, of the Duty of the different Officers within each Forest, and of the Power of the Justice in Eyre, it appears that ample Means were provided for the Care and Preservation of the Forests, for guarding against Intrusions, and for the Punishment of Offences, while the Functions of those Officers were properly executed: But the Power vested in the Chief Justice in Eyre himself was often abused, and that Officer irregularly disposed of Timber in the Forests for his own Advantage. This Abuse the Authority given to those Courts was well calculated to prevent: By uniting the different Officers, the Surveyors General, the Masters of the Woods, the Receivers, and the Auditors, in One Court, they would have been a Check upon each other; and if either of these Courts had been continued, and had acted in Conjunction with the Forest Officers, as was intended, the Landed Property of the Crown, and the Forests in particular, which remain undisposed of, would at this Time, in all Probability, have been of very great Value: But the lack of those Courts being established only by Letters Patent, it had, perhaps on that Account, the less Weight; and the Justices in Eyre, who had usually, but improperly, taken upon them to make Wood Sales, and who happened, during that and the succeeding Reign, to be Men of great Power, counteracted the Measures of the Court of Augmentations, and made great Waste of the Timber for their own Profit: And although that Court was afterwards confirmed by Act of Parliament, Power was given by another Act, to Queen Mary, "to alter, change, unite, or transpose, dissolve, or determine the Court of Augmentations;" and she did ac-

Sir John Coker's
Coll. of MSS.
Vol. I. in Surveyor
General's Office
of Crown Lands.Duke of Suffolk,
Hon. Earl of Suffolk,
Tho. Earl of Suffolk.

6 Edw. VI.

1 Mary, C. 12.

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cordingly, soon afterwards, dissolve that Court, and did, by other Letters Patent, "unite, transpose, and annex the same Court to her Court of Exchequer," according to such Articles and Ordinances as in a Schedule annexed to the said Letters Patent were contained. By One of those Articles, no Wood Sales could afterwards be made, "without a Commission from the Lord Treasurer, and Two such other of the Court as he should call to him at that Time, or, in his Absence, by the Under Treasurer, calling to him Two of the said Court;" and another Article gave Power to the Lord Treasurer, and the Court of Exchequer, to amend, reform, and correct any Clause or Article therein contained, and to make such further Order as the Court should think expedient.

The Court of Augmentations was thus dissolved, and its Powers transferred to the Court of Exchequer; but the System of Management, under the Officers of the Forests only, being still found to be defective, a Surveyor General of the Woods was afterwards appointed, to whom a general Superintendence was given over all the Woods, Forests, Parks, and Chaces, belonging to the Crown; since which Time little Alteration has taken Place in the Form of conducting the Business of that Department. What Share that Officer now has in the Administration and Management of the Forests, will be more particularly shewn in the subsequent Part of this Report.

Finding it necessary, for the Reasons which we have given, to report the State of each Forest separately, we propose, in the present Report, to give a State of the Forest of Dean.

C-7-3 We are induced to bring this Forest first under the Public Attention, because, in Proportion to its Extent, it is by far the most valuable, and the most proper for a Nursery of Naval Timber; because the Rights of the Crown and of the neighbouring Inhabitants, and Officers of the Forest, were distinctly ascertained by an Act of Parliament in the 20th Charles II. a Period not so distant as to render it difficult to support those Rights against ill-founded Claims or usurped Possession; and because, notwithstanding the salutary Provisions of that Act of Parliament, the Encroachments there are perhaps more numerous, the Perquisites and undue Advantages taken by the Officers more exorbitant and destructive, and the Waste and Depredation more rapid, than in any other Forest belonging to the Crown.

For the Sake of Perspicuity, we shall divide the Remainder of this Report into Three Parts:

In the First, we propose to take Notice of some Grants relative to the Forest of Dean, prior to the Act of 20th Charles II. as well as of the Circumstances which led to the Introduction of that Law; to state the Regulations established by it; and to give some Account of the Forest during the Time that those Regulations were carefully observed.

Secondly, we mean to state the Errors and Abuses which afterwards crept into Practice, and the Effect which they have had upon the Forest; to explain the present Course of Management, and the Condition to which this Forest is now reduced.

And lastly, we propose to suggest the Heads of such an Arrangement with those who have Rights of Common, or other Claims on that Forest, and of such a System of future Management, as we think would be the most likely to guard against such Evils hereafter, and to render that Forest a very valuable Nursery of Timber for His Majesty's Navy.

P A R T Ist.

THE Forest of Dean is situated in the West Part of the County of Gloucester, between the Rivers Severn and Wye, both of which are Navigable. The Quantity of Forest Land contained in it (exclusive of the Freehold Property within the Perambulation) is about 23,015 Acres, belonging to the Crown. The Soil has always been deemed peculiarly adapted to the Growth of Oak, and the Quality of the Timber produced there superior to any other. The Act of the 20th Charles II. for the Increase and Preservation of Timber in this Forest, has drawn a Line between the Rights of the Crown and of Individuals: But before we proceed to state the Provisions of that Act, it may not be useless or improper to take Notice of some of the Grants made in the Reigns preceding that of Charles II. in order to assist in tracing the Origin and Foundation of such Claims as may now be made, to shew what Rights were formerly possessed and exercised by the Crown; and what were the Circumstances which led to the passing of that Act of Parliament.

Appendix, N^o 44

Pursuing this Plan, we shall, in the First Place, observe, that though there are on Record various Grants relating to this Forest, for Terms of Years, or in Perpetuity, made in almost every Reign, we do not find it necessary to mention any of them particularly in this Report, prior to the Reign of James I.

In the 9th Year of that King, a Grant was made to William Earl of Pembroke, of the Lordship, Manor, Town, and Castle of Saint Briavels, and all the Forest of Dean, with the Appurtenances, in the County of Gloucester, and all Lands, Mines, and Quarries, to the said Lordship, &c. belonging; except all great Trees, Wood, and Underwood, to hold for 40 Years, at the Yearly Rent of £. 83. 48s. 4d. and 60s. 8d. Increase Rent: And in the same Year the said Earl obtained a Grant of 12,000 Cords of Wood Yearly, for 21 Years, at 4s. per Cord, being £. 2,400, and reserving a Rent besides, of £. 33. 6s. 8d. per Annum, with Liberty to dig for and take, within any Part of the said Forest, or the Precincts thereof, such and so much Mine Ore, Cinders, Earth, Sand, Stone, Breaks, Moss, Sea Coal, and Marble, as should be necessary for carrying on the Iron Works let to him, or which he should erect; no Person or Persons whatsoever, other than the said Earl, to be permitted, during the said Term, to take or carry out of the said Forest any Wood, Timber, Mine Ore, or Cinders, without Consent of the said Earl, except such Timber as should be used for his Majesty's Shipping.

13 June, 9 J^{as} I.17 Febr, 9 J^{as} I.
£. 2433. 6. 2.

Soon after those Leases were granted, the Miners who had been employed in the Forest having begun to dig for Ore, without Consent of the Lessee, an Information was filed by the Attorney General against some of them; and in Hilary Term, 10th James I. an Order was made by the Court, "That those Miners, and such others as " had been accustomed to dig Ore in the Forest (upon their humble Submission for " their Offences, and Acknowledgment that the Soil was the King's, and that they " had no Interest therein, and upon their Motion by Counsel that they were poor, " and had no other Means of Support, and prayi^{ng} to be continued in their Employ- " ment) should be permitted, out of Charity and Grace, and not of Right, to dig for " Mine Ore, and Cinders, to be carried to his Majesty's Iron Works, and not to any " other Place, at the accustomed Rates; and if the Farmers of the King's Iron Works " should refuse to give those Rates (which, as well as the Number of Diggers, were " to be ascertained by Commissioners to be named by the Court) then that they might " sell

28th Jan.
10th James I.

"sell the Ore to others; but no new Diggers were to be allowed, but only such as were Men as were Inhabitants of the said Forest." This Order was to remain in Force until a Cause then depending by English Bill, brought in the Name of divers of the Inhabitants of the said Forest, should be heard and determined.

It does not appear that any Decree was obtained upon the Cause here referred to: It is probable that all Proceedings were stayed, and that all Parties acquiesced; and it is conjectured, not without Probability, that from this Order, by which the Inhabitants only who had been accustomed to work in the Mines were permitted to dig for Ore, they have since considered that Restriction as an Establishment of their Right, and a Record in their Favour, and have from that Time called themselves Free Miners.

16 and 17 James I. In the 16th and 17th James I. the King granted to sundry Persons divers Lands, which had been taken by Aftart or Purpresture out of the Forest; and in every such Grant the Mines and Coal were reserved.

10 July, 10 Char I. In the 10th Charles I. a Justice Seat was held at Gloucester Castle, before the Earl of Holland, then Lord Chief Justice in Eyre South of Trent, assisted by Mr. Justice Jones, Mr. Baron Trevor, and Sir John Bridgman, Chief Justice of Chester; where all the Officers of the Forest, Freeholders of Saint Briavel's Hundred, and other Persons bordering on the Forest, put in their Claims: Among those is the Claim of Philip Earl of Pembroke, to be Constable of the Castle of Saint Briavel's, and Warden of the Forest, under a Grant of that King during Pleasure, and in virtue of that Appointment to be Chief Judge of a Court called the Mine Law Court, held for the Regulation of the Mines of Iron and Coal, and of the Miners. This is the first Mention which we have any where found of a Mine Law Court. The Claims which were made and admitted on this Occasion remain on Record in the Tower: Such of those Claims as have since been extinguished by the before-mentioned Act of 20th Charles II. and where no Attempt is now made to establish them, it is unnecessary to take Notice of; but as the Colliers and Miners who have Works in the Forest have been, for a considerable Time past, supplied with Wood, and of late Years with Timber, for the Use of their Works, and now claim both as a Matter of Right; and as this is by far the most considerable, as well as the most destructive Claim, now existing in this Forest; it may be proper to remark, that no Claim of the Miners or Colliers is found among those which were allowed at this or at any former Justice Seat. On the contrary, we find it expressly mentioned, in the Return to a Commission of Enquiry concerning this Forest, dated 5 March 1671, that the Claims of the Miners had been rejected at this Justice Seat, they not being a Corporation; and there has been no Justice Seat held for this Forest since that Time. If the Miners had been dissatisfied with the Rejection of their Claims, or had thought them well-founded, it was in their Power to have sued out a Writ of Allowance, by which they would have been restored to the Exercise of their Rights, if the Decision of the Court had been illegal; but this does not appear to have been done.

28 Edward I.
1 Edward III. C. 3.
See Appendix, No. 5.
10 Char I.
At this Justice Seat the Perambulation of the Forest, which had been enlarged, as hath been already mentioned, and was afterwards reduced to its ancient Limits in the Reign of Edward I. and confirmed by Act of Parliament, 1 Edward III. was again extended; but in the 16th of Charles I. the Meets, Limits, and Bounds of all the Forests were settled, by a general Act, to be the same that they were commonly known, reputed, and taken to be, in the 20th Year of King James I. This Act restored the Boundaries of the Forest as they were ascertained by the Perambulation of Edward I. and these were afterwards declared to be the Meets and Bounds of it by the Act 20 Charles II.

20 Charles II.

We have given in the Appendix the Perambulation of this Forest, confined to its ancient and legal Bounds, but that Perambulation comprehends many Estates and Manors which are now private Property; and we have not thought it necessary to have a Survey taken of any other Parts of the Forest, than those in which the Soil, the Timber, or the Herbage belong to the Crown. These are described in the Plan delivered with this Report, and appear to contain 23,838 Acres, including a Tract of Land called Abbots Wood, containing 472 Acres, which is granted in Fee, subject to an Exception of the Herbage for the King's Deer and Wild Beasts, and of all Mines and Quarries, and with a Power to the Grantee to inclose One-tenth Part thereof, and to hold the same inclosed against all Animals, except the King's Deer and Wild Beasts, leaving Nine-tenth Parts always open.

In the 12th Charles I. a Grant was made to Edward Terringham, of all the Mines of Coal and Quarries of Grindstone within the Forest of Dean, and in all Places within the Limits and Perambulations thereof, as well those within his Majesty's Demefne Lands, and the Waste and Soil there, as also all such as lay within the Lands of any of his Majesty's Subjects, within the Perambulation of the said Forest, to his Majesty reserved, or lawfully belonging, to hold for Thirty-one Years, at the Yearly Rent of £. 30.

In 1638 a Commission was issued to divers Persons to make a Survey of the Wood and Timber, and Soil of the Forest of Dean; by which Survey it appeared that there were then within the Forest (besides the Woodwardship of the Lea Bailly, containing about 1,000 Acres) 105,557 Trees, containing 61,928 Tons of Timber, and 153,209 Cords of Wood. And upon this Survey an entire Sale was made to Sir John Winton, of all his Majesty's Coppices, Wood Ground, and Waste Soil of the said Forest (except the Lea Bailly) with the Wood and Timber, and all his Mines of Iron and Coal, and Quarries of Millstones and Grindstones, and all Mines of Iron, Clnders, Tin, Lead, and Coal, and Quarries of Millstones and Grindstones, lying and being in the Lands of any of his Majesty's Subjects, within the Perambulation of the said Forest, in 27th Edward I. reserved or lawfully belonging to the Crown, in Consideration of £. 106,000, to be paid by Installments, and a Fee Farm Rent of £. 1,950. 12s. 8d. for ever.

In order to ascertain what Quantity of Land, in the said Forest, the Crown might dispose of for Cultivation, a Commission was issued to Sir Charles Harbord and others, previous to the Sale to Sir John Winton, to enquire into the Rights, both of the Crown and the Country in the Forest; and after a full Discussion, an Agreement was entered into between the Commissioners and the Commoners, in Consequence of which 18,000 Acres were set out for Inclosure and Improvement. Those 18,000 Acres were afterwards disafforested, and the Right of Pasturage was reserved to the Commoners on 4,000 Acres, which were parcelled out in convenient Situations for the respective Parishes having Right of Common. It does not appear that any Claim was made by the Miners and Colliers on this Occasion.

Sir John Winton entered into Possession, made Inclosures, and grubbed up great Quantities of Timber and Underwood; but at the breaking out of the Civil War, which quickly followed, the Inclosures were thrown down, Sir John Winton was deprived of the Benefit of his Patent, and the whole Forest was in Danger of being destroyed. Measures were, indeed, very soon adopted, and very steadily pursued, during the active and vigilant Administration of Cromwell, for the Preservation of the Waste and Abuses in this Forest, and for the general Preservation of Timber, as may appear on Reference to the Journals. And in 1656, an Act or Ordinance was passed, by which the Grant to Sir John Winton was declared to be

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void :

Appendix, N^o 4.

28 May, 42 Hen-
ry II. to the Abbot
and Convent of
Hales, and 22
May, 36 Hen. III.
to Sir André King-
ston, Kn^t. and his
Heirs.

28 Nov. 14 Chas I.

Appendix, N^o 6.
31 Mar. 16 Chas I.

£. 106,000.
£. 1,950. 12s. 8d.

16 May, 16 Chas I.

Appendix, N^o 6.

Journals 17 68,
45 and 50.

Steele's
Collection.

void; and it was enacted, that the Forest should remain in the Possession of the Protector and his Successors, for ever, for the Use of the Commonwealth.

The Acts passed during the Usurpation having been declared void on the Restoration, Sir John Wintour's Grant came again to be in Force: He entered anew into Possession, and began to repair his Inclosures; but he met with great Opposition from the neighbouring Inhabitants, who represented to Government that the Continuance of that Grant would be hurtful both to them and to the Public; and in Consequence of those Representations, a Commission issued from the Exchequer to Lord Herbert, Constable of the Castle of Saint Briavel's, and Warden of the Forest, and others, to enquire into the State and Condition of the Forest; and upon a minute Survey then made, there were found 25,929 Oaks, and 4,204 Beeches, in all 30,233 Trees, containing 121,572 Cords of Wood, and 11,335 Tons of Ship Timber, fit for the Navy.

3 Mar. 14 Chas II.

28 Decr 1661,
Surveyor-General's
Office of Crown
Lands.

The Purpose for which this Commission was issued is well described by Sir Charles Harbord, in a Memorial or Representation, dated 28 December 1661, in which he says, " His Majesty hath been pleased to be present with my Lord Chancellor, " and Lord Treasurer, &c. at the Hearing of this Business, and hath given Order " that a Commission shall be forthwith issued out of the Exchequer, to enquire into " the State of the Forest; intending, upon the Return of the said Commission, to " acquaint the Parliament with the true State of the Business; and to recommend it " to their Wisdom to provide that the said Forest may be restored to his Majesty's " Demesne, and re-forested, and improved by Inclosures, for a future Supply of " Wood, for a constant Support of the Iron Works there, producing the best Iron " of Europe for many Years, and for the Produce of Timber for the Navy, and " other Uses, in Time to come; which might be of great Use for Defence of this " Nation, the old Trees there standing being of above 300 Years Growth, and " yet as good Timber as any in the World; and the Ground so apt to produce, and " so strong to nourish and preserve Timber, especially Oaks, that within an Hundred " Years there may be sufficient Provision there found to maintain the Navy Royal " for ever."

In the same Paper Sir Charles Harbord says, " Cromwell in his Military Parlia- " ment refused this Forest, and re-forested the said 18,000 Acres, and so preserved " the same by the Forest Law, with all the Wood and Trees; and expelled near 400 " Cohens of beggarly People, living upon the Waste and Destruction of the Wood " and Timber, and great Numbers of Goats, Sheep, and Swine, that destroyed the " young Wood and Soil thereof; all which (said he) now begin to invade the " same as formerly."

3 Mar. 14 Chas II.
28 July } 14
30 July } Chas II.

Upon the Return to this Commission, a new Treaty was entered into with Sir John Wintour, in Consequence of which his former Patent was surrendered, and a Grant was made to Francis Fynch and Robert Clayton, at the Nomination of Sir John Wintour, of all the above-mentioned Trees then growing in the Forest, except the 11,335 Tons of Ship Timber; together with the Use and Occupation of the King's Iron Works, and Liberty to dig for and use Iron Ore and Cinders in the said Forest.

But this new Grant was rapidly followed with Consequences so destructive to the Forest, and detrimental to the Public, that Complaints were very soon made to the House of Commons of the great Waste done there: A Committee was appointed to take the whole Matter into Consideration, from which Committee Sir Charles Harbord reported to the House, " That Sir John Wintour had 500 Cutters of Wood em- " ployed in Dean Forest; and that all the Timber would be destroyed, if Care should " not be speedily taken to prevent it." The House then made an Order that a present

Journal,
13 April 1663.

sent Stop should be put to any farther felling of Timber, or cutting of Wood; and a Bill was afterwards brought in for settling the Forest, and improving and preserving the Timber and Wood; but Parliament being prorogued before this Bill could pass, the House recommended to the Lord Treasurer and the Chancellor of the Exchequer to take Care for the Preservation and Improvement of the Forest: But, notwithstanding that Recommendation, the Waste committed by Sir John Wintour continued; and it was found, on a new Survey in 1667, that of the said 30,233 Trees sold to Sir John Wintour, there remained only about 200 in the Forest; and of the 11,335 Tons of Ship Timber reserved to the King, not more than 1,100 Tons had been delivered; and that there would be 7 or 8,000 Tons found wanting of the Timber so reserved for his Majesty's Navy.

Various other Circumstances were stated to Parliament, by the Freeholders, Inhabitants, and Commoners, to shew the Necessity there was to put an immediate Stop to the Waste committed by Sir John Wintour; and their own Willingness to comply with whatever should be thought best for the Service of the King, and of the Public; and, to the End that a Nursery might be made for a future Growth of Ship Timber in the Forest, they presented to the Committee the following Proposals.

" Proposals by and on the Behalf of the Freeholders, Inhabitants, and Commoners
" within the Forest of Dean, for the Preservation and Improvement of the
" Growth of Timber there.

" Imprimis, That 11,000 Acres of the Waste Soil of the Forest of Dean, whereof
" the Lea Baily and Cannopp to be Part of the said Waste, may be inclosed by his
" Majesty, and discharged for ever from all Manner of Pasture, Estovers, and Pan-
" nage; and if ever his Majesty, or his Successors, shall think fit to lay open any Part
" of the said 11,000 Acres, then to take in so much elsewhere, so as the whole In-
" closure exceed not at any One Time 11,000 Acres.

" That all the Wood or Timber which shall hereafter grow upon the remaining
" 13,000 Acres shall absolutely belong to his Majesty, discharged from all Estovers
" for ever, and Pannage for Twenty Years next ensuing.

" That the whole Waste Soil be re-forested, and subject to the Forest Laws; but
" that the Severity of the Forest Laws be taken off from the Lands in several, belong-
" ing to the Freeholders and Inhabitants within the said Forest, they themselves
" being contented to serve his Majesty, according to their several Offices and Places, as
" formerly, at the Forest Courts.

" That the Deer to be kept on the said Waste Soil may not exceed Eight Hundred
" at any One Time; and the Fees which belong to the particular Officers, touching
" Venison, may be preserved to them, as to Venison only, and not to Wood and
" Trees.

" That it is consented to that the Winter Heyning and Fence Month, according
" to the Forest Law, being such Times wherein no Kind of Cattle be permitted to
" abide in any Part of the said Waste, may be understood to be from Saint Martin's
" Day in the Winter to Saint George's Day in April; and afterwards, from Fifteen
" Days before Midsummer to Fifteen Days after.

" That all Grants of any Part of the Waste Soil of the said Forest be re-assumed
" and made void; and that no Part of the said Waste or Soil be aliened for ever from
" the Crown, or farmed to any particular Person or Persons, by Lease or otherwise.

" And that this may be settled by Act of Parliament.

" Hen. Hall. Don. Colchester.
" W^m Probin. Jo. Witt."

The

20 July 1663.

13 May 1664.

Journals,
12 Feb^r 1667.

20 *Chas II. C. 3.*

The Act of 20th Charles II. was a Consequence of these Proceedings, and of the Report of this Committee; and we have been the more full in our Statement of them, because they shew that all the previous Steps which led to the passing of that Act were deliberately taken; that Opportunity was given to every Person who then had any Claim on the Forest, to bring it forward; that the Whole was carried on with the Approbation and at the Desire of the Freeholders, Inhabitants, and Commoners; and that no Injury or Violence was done to any private Rights or Property.

The Two following Clauses were added while the Bill was before the House of Commons:

1st. " Saving to the Miners and Persons using the Trade of digging for Iron Ore, " Coal, and Oker in the said Forest, their lawful Rights and Privileges in all the " Lands and Grounds lying within the Perambulation and Regard of the said Forest " (other than the said Inclosures for the Time they shall continue inclosed) as fully " and absolutely as if this Act had never been made.

2d. " Provided, that any Lease or Leases, made or to be made by his Majesty, his " Heirs and Successors, to any Person or Persons whatsoever, for any Term or Terms " of Years, not exceeding the Term of 31 Years in Possession, of the Coal Mines " and Quarries of Grindstone in the said Forest, or any Part thereof, shall be of " like Force as if this Act had never been made, except of such Coal Mines as are " or shall be in any Part of the 11,000 Acres allotted for his Majesty's Inclosures, " and as shall continue inclosed."

This Right reserved to the Crown, to lease the Coal Mines and Quarries, was very soon exercised; and immediately after the passing of this Act, a Grant was made to Francis Tyringham, Esquire, of all Mines of Coal, and Quarries of Grindstones, within the said Forest, to hold for 31 Years, under a Rent of £. 30 per Annum. The Heads of the Act, which are exactly agreeable to the Terms of the Proposal before stated, as far as it goes, are given more fully in the Appendix.

Appendix, N^o 7.

Under the Direction of the Marquis of Worcester and others, who were appointed Commissioners in pursuance of this Act 8,487 Acres of the Forest were speedily inclosed and planted; and the remaining 2,513 Acres, to make up the Quantity of 11,000 Acres, were inclosed some Time afterwards. It appears by the Return to the Commission issued for that Purpose, that the Money laid out in making the Inclosures, and in the Purchase of Cannopp, mentioned in the Act, was raised by the Sale of Cordwood, and of rotund and decayed Trees, sold by Mr. Agar, then Surveyor of the Woods; and in Mr. Agar's Answers to Questions put to him relative to the Disposal of that Money, he says, " To the 8th Article I do answer, that I was concerned in " receiving several Sums of Money by Sale of Cordwood to Mr. Foley and divers " others, and of the Timber that did happen to arise out of the old Oaks and Beeches " felled for the Cordwood and other Uses, and of Wood that I sold to the Colliers " for their Pits, in the Whole amounting to £. 5,125. 8. 91; which Money was expended in buying in Cannopp, &c. of Banistree Maynard, Esquire, at Fifteen hundred Pounds; in setting up his Majesty's Inclosures in the said Forest, of 8,400 " Acres, with Gates, Stiles, &c. and some Reparations of them; in employing a " sworn Surveyor to admeasure them; in building Part of the Speech House; in " divers Repairs at Saint Briavel's Castle; in the Charge of executing Two several " Commissions, and other Services in the said Forest, as are contained in my Account for the said Money, passed before his Majesty's Auditor, and controlled " by the Lord Treasurer and Chancellor of the Exchequer some Years since." From this Answer it appears, that immediately after the passing of this Act the Colliers, who it is said now pretend to have a Right to whatever Timber they find necessary

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necessary for carrying on their Works in the Forest, without paying any Thing for it, then purchased it from the Crown.

The greatest Attention appears to have been given by the Ministers of State of that Time, by Sir Charles Harbord, Surveyor General of the Crown Lands, and by his Son and Successor Mr. William Harbord, to the Protection of the young Woods and the Inclosures; and it is chiefly in those Parts of the Forest which were then inclosed, that the Timber with which the Dock Yards have been since furnished from this Forest has been felled, and in which any considerable Quantity of useful Timber is now to be found.

By the Advice of Sir Charles Harbord, the Forest was divided into Six Walks or Districts, and for each Walk a Keeper was appointed; and Six Lodges, in convenient Situations, were built, and 30 Acres of Land inclosed, and laid to each of the said Lodges, "for the better Encouragement and enabling of the said Keepers "to attend and watch over the said Inclosures within their several Walks, and to "preserve the same, and the young Springs of Wood and Trees thereon growing and "to grow, from Time to Time, from Spoil and Harm."

28 Sep^r 1675.
Lb. M. p. 82, in
Surveyor General's
Office of Crown
Lands.

In the same Year several Gentlemen and Freeholders of the Parish of Newland, within the Forest, presented a Petition to the Treasury, in which they set forth, "That "there had been, and then was, great Store of Coal in several Men's Lands in, the "said Parish, and in the adjoining Waste; that the Free Miners opened and dug Pits "at their Pleasure, as well in his Majesty's Waste, as in the Lands of private Men, "and did then take considerable Quantities of his Majesty's Wood, for Support of "their Coal Works, as of Right appertaining to their Custom; that the Inhabitants "of the adjacent Country, were supplied from thence with Coal for Firing, without "which great Spoils would be inevitably committed in his Majesty's Woods, and "also for Lime Coal, without which there would be little Tillage; that the Petitioners "finding the Free Miners to abuse the Country, by lessening the former Measures of "Coal, and to make Daily Consumption of his Majesty's Woods, had, without the "least Prospect of Gain, in Hopes of, putting a Stop to those Mischiefs, and for the "better Accommodation of themselves and Neighbours, agreed together to try for, "and carry on, digging of Coal for both Uses, at a Place called Milkwall, near to the "Works of those Free Miners in his Majesty's Waste, but not within the Inclosures, "for the Support of which they did not intend to claim or use any of his Majesty's "Woods, but to buy in the Country, although they had equal Pretence of Right, as "well to Wood, as to the Liberty of digging; but that having been obliged to make "the End of their Level for draining their Pits a little within the Inclosure of the "Forest (without the least Prejudice thereto) they found that by the extreme Hard- "ness of the Rock they could not, without excessive Charge, compass their Level, "unless they might have Leave to turn into the Hill within the Inclosures, not ex- "ceeding 5, or 6 Acres at most (wherein there was no Wood) to carry through the "said Level.

"Praying, therefore, that for a Work of such Public Advantage they might be al- "lowed to alter that Part of the Inclosure, and to carry in the Ditch so much further "as to exclude the said 6 Acres, doing the same at their own Cost."

This Petition was referred to Sir Charles Harbord, who in his Report thereon says, "That he had seriously considered the Petition, and perused the Act of Par- "liament, wherein it is expressly provided that the said Inclosures should remain in "severalty, in the actual possession of the Crown, for ever, freed and discharged from "all Rights, Title, and Renssance whatsoever, and should be made and reputed a Nur- "sery for Wood and Timber only; in Consideration whereof, and of the 7th Clause

Idem Lb. p. 13.

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"in the said Act, he could not advise any Warrant for breaking into the said Inclosures, without Mr. Attorney's Opinion; and that the Claims, as to the Mines and Quarries, did not seem to be legal or justifiable in Point of Right, though they had been long permitted; and as to the Coal Works, there never was any such Claim to his Remembrance, much less to any Liberty of cutting his Majesty's Woods for the Support thereof; and the same ought to be totally suppressed, and would be so by a good Officer, as Colonel Wade was in the Time of the Usurpation, and that only by the Forest Law, and the ordinary Authority of a Justice of Peace; and that nothing was more necessary than the Preservation of the said Inclosures from Spoil and Harm, and the rest of the growing Wood upon the said Wastes without the Inclosures from unlawful Pretences and Destruction, which might well be done by the Forest Law, if the same were duly executed, as it ought to be."

And so strictly were the Provisions of the Act of Parliament with regard to this Forest then attended to, that though Sir Baynham Throgmorton, who had been One of the Commissioners first appointed for carrying it into Execution, gave it as his Opinion that the agreeing to the Prayer of the Petition would tend to the Preservation of the Woods in the Forest, and the Convenience and Advantage of the Country, yet it was rejected, for the Reasons suggested by Sir Charles Harbord.

23 April 1680.
Lib. 11. Pars. 1^{ma}.
Pt. 1. In Auditor's
Office.

In the Return to a Commission directed to the Marquis of Worcester and others, with Instructions concerning the Forest, there is a very minute Description of the Inclosures which had been made in Consequence of the Act, and of the State in which they found the Fences and the Woods, both within and without the Inclosures. In representing the Injury done to the Forest, they say, "That the Colliers and Miners have had some Birch and Orls delivered to them for the Support of their Pits, of the Value of £. 6, or £. 7, and without paying for the same of late Years, which they pretend an ancient Right to by Prescription."

"That they were of Opinion that the most likely Way to render the Forest Courts effectual, and to compel the Officers of Inheritance to be diligent and faithful in the Discharge of their several Duties, for the Preservation of the Forest, would be to procure a Justice Seat once a Year, for Six or Seven Years, to be held in the Long Vacation, within the said Forest, or not remote from it; which might be so done at a small Charge, by a Deputation from the Lord Chief Justice in Eyre, and by Adjournment thereof from Time to Time."

"That there were remaining about Thirty Cthins in several Parts of the Forest, inhabited by about 100 poor People, many of whom had been born in the Forest, and never lived out of it; and that they had taken Care to demolish the said Cabins, and the Inclosures about them; but that it would require some little longer Time for the effectual Removal and legal Settlement of them in other Places: They mention several Parts of the Inclosures in which the Trees were grown past Danger of Injury from Cattle, and which they recommend to be thrown open, and that an equal Quantity should be inclosed in Place thereof;" and on the 21st July, 1680, a Warrant was issued for that Purpose accordingly.

In 1681, a Proposal was made by Sir John Ernle, Supervisor or Conservator of the Forest, to the Lords of the Treasury, for raising a constant Revenue out of this Forest by the making of Iron: It was proposed that £. 1,000 should be expended by the King in the Erection of Iron Works, and that 8,000 Cords of Wood should be furnished Annually from the Forest, that no Oak or Beech Tree, fit or likely to become fit for Ship-building, should be used; and the Advantage to the Crown was to be

Lib. N^o. 11. 181.
In Surveyor General's
Office of
Crown Lands.

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£. 5,390 per Annum. This Proposal was referred to Mr. William Harbord and Mr. Agar, who were directed to enquire into the Particulars, and report their Opinion thereon; and after the most minute Enquiry, and attentive Consideration of the probable Effect of such a Grant on the Forest, as a Nursery of Timber, the Proposal was rejected.

New Proposals of a similar Kind were made in the 3d of William and Mary, and a Lease for 21 Years was applied for; in Consequence of which a Commission was issued to the Duke of Beaufort and others, with Instructions respecting the Enquiry to be made. As the Return to that Commission shews very distinctly what the State of the Forest then was, what Attention was then given to the Preservation of it, and what had been the Effect of a careful Observance, to that Time, of the Regulations and Provisions of the Act of 20th Charles II. we have inserted a Copy of it in the Appendix. There are also, in the Books of the Public Offices, many Returns to Commissions during the 17th Century, equally minute, and bearing similar Marks of Attention and Accuracy.

For about Twenty Years after the passing the Act of 20th Charles II. the Courts of Attachment and Swanimote appear to have been regularly held, and the Colliers were prevented from committing any Spoil in the Forest; but at the Revolution, and before the new Government was fully settled, their Depredations were renewed; and during the Reigns of King William and Queen Anne they seem to have been suffered to take Wood for the Use of their Works, but not Timber.

In 1705, Edward Wilcox, Esquire, Surveyor General of the Woods, represented, in a Memorial to the Treasury, that he had carefully surveyed the Woods in the Forest of Dean, and found them very full of young Trees, Two-third Parts whereof were Beech, which overtopped the Oaks, and would prevent them from ever growing up to be Ship Timber, so as to answer the Purposes intended by the Act of Parliament; and setting forth, that 11,000 Acres had formerly been inclosed; and that if the same should be divided into Sixteen Parts, and One Sixteenth Part, being near 700 Acres, should be cut down each Year, and inclosed, leaving Standards of Oak or Beech, each Cutting would yield £. 3,500, and Room would be given for the Standards to grow and come to Perfection. To this Proposal Lord Godolphin consented, and granted a Warrant for carrying it into Execution.

Against this Proposal a Petition was presented to the Lord Treasurer, from those who claimed a Right to Common of Herbage and Pannage in the Forest, setting forth, that the inclosing and incoppicing, according to the Plan suggested by Mr. Wilcox, would be hurtful to their Interest: By encouraging the Growth of Underwood, it would lessen the Pasture, and their Swine would be prevented by the Inclosure from getting the Acorns and Beech Mast: And in Opposition to this we find another Petition from a Number of poor Inhabitants employed in the Service of the Iron Manufacturers, praying that the Plan of Inclosure might be persisted in, for the Increase of Underwood, by the cutting of which they gained their Livelihood. This Matter was again referred to Mr. Wilcox, and by his Advice to the Attorney General, Sir Simon Harcourt, who gave it as his Opinion, "That no Claim or Right of Common of Estovers, Herbage, or Pannage, could prevent the inclosing, keeping in Severalty, or improving, as her Majesty should direct, the 11,000 Acres mentioned in the Act, and preserving the same inclosed in Severalty for ever, as a Nursery of Wood and Timber only."

These Petitions afford a strong Proof, even in the History of this Forest (in which the Rights of all Parties are less complicated and better defined than in any other) of the bad Effects which must arise from any Mixture of Interests whatever, and of the Necessity

24 Jan. 1684-5.
Vol. of ancient Off.
See Papers received
from Wm. Meriton
Par. Esq.
N^o 4b. pa. 185.

18 May.
3 W. & M.

Appendix, N^o 2.

25 Jan^y 1705.
Forests, Woods,
Sec. Lib. 1. pa. 90, in
Auditor's Office.

14 Jan^y 1706.
Original Papers
from the Treasury.

10 Febr 1706.

4 July 1707.

Necessity there is for adopting some Plan for the Division of the Forests among those who have mixed Rights in them, giving to each the entire Property of a Part, or a fair Price in Money, adequate to the Value of his Share or Interest in the Whole.

Asst. 1808.
Forest, Woods,
etc. Feb. 18 19,
to Justice's Ob-
ser.

In 1708, on another Memorial from the same Surveyor General, setting forth that certain Trees had, by the neighbouring Inhabitants, been ripe of their Bark, Lord Godolphin issued a Warrant for felling those Trees, and such other Trees, from Time to Time, as should not be of Use to the Navy, for the Purpose of making Gates, Stiles, and Fences; and directing the Remainder not so used to be sold, and the Money applied to her Majesty's service, and Annually accounted for upon Oath to the Auditor of the Exchequer.

Asst. 1711.

In 1711 a Bill was filed in the Exchequer by Sir Edward Northey, Attorney General, against William Parry, John Reynolds, and others, Colliers, for cutting Trees and Wood in this Forest; but upon the Death of the Queen before any Decision was made in this Cause, all Proceedings ceased; and we do not find that any Process has been instituted by the Crown Lawyers since that Time, for the Prevention or Punishment of Abuses in this Forest.

History of Gloucestershire.

One striking Effect of this Attention to the Forest, in the Prevention of Incroachments, and Expulsion of Intruders, is also mentioned by Sir Robert Atkins, in his History of the ancient and present State of Gloucestershire; where, speaking of the Forest of Dean, he says: "The Six Lodges built for the Keepers are the only Houses within the present Forest, which is a large Tract of Land, containing 23,000 Acres, all extra-parochial. There had been many Cottages erected within the Wastes, but they have been lately pulled down, as the best Means to preserve the Woods and Inclosures." This Book was published in 1712; and Sir Robert Atkins having long been Chief Baron of the Court of Exchequer, into which the Answers to most of the Commissions relative to this Forest were returned, his Authority on this Subject is unquestionable.

See Appendix, N^o 8.

It is probable that the Forest was about that Time in its best State; for though the Forest Courts had not been so regularly held as before the Revolution, yet the greatest Attention had been given by the Ministers, Surveyors General, and inferior Servants of the Crown. Different Commissioners had been sent by the Treasury to view the Forest, who had made the most minute Returns; and as the Cottages had been pulled down, it is probable that every Incroachment was re-claimed: But here all Care of the Forest appears to have ceased, and the Account which we are to give in the next Part of this Report, will be found a complete Contrast to that which we have given, of the active and careful Management during the preceding Century; for from the Relaxation in the legal Government of the Forests, and the Neglect of those to whom the Care of this valuable Property was intrusted, Abuses have gradually crept in, and have been suffered to increase to such a Height, as sufficiently accounts for the unprofitable and wasted Condition to which they are now reduced.

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P A R T II^d.

WE have already observed, That in the early Part of the History of this Country, when the Landed Property of the Crown afforded the principal Source of Revenue to the Sovereign, the Alienations and Encroachments, though great and frequent, were amply made up by Resumptions, Forfeitures, and the Effects of the Forest Laws. During the 17th Century, the Landed Property of the Crown still contributed considerably towards the Support of Government; and was, in every Reign, the great Resource for gratifying the Favourites of the Monarch, or rewarding those who had distinguished themselves in the Service of the Public. As Occasions of this Kind often occurred, and the Crown had then the uncontroled Power of Alienation, and as Resumptions were become less common, and less popular, by far the greatest Part of the Forests and Landed Estates of the Crown were, in that Period, sold, or granted away. The Attention then given by the Servants of the Crown to this Part of the public Property, was perhaps owing to the Circumstance of its affording the readiest Means of Supply; and it is One Consequence of that Attention, that though the Books and Papers formerly kept in the Office of the Surveyor General of the Woods and Forests have not been regularly preserved in that Office, we have elsewhere found numerous Documents to assist us in tracing the Management of what was then under the Charge of that Department.

Sir Julius Cæsar, Chancellor of the Exchequer to James I. left many Books and detached Writings, relative to the State of the Landed Property of the Crown, with his Plans of Management: Great Numbers of Papers and Letters on the same Subject were written by Manwood, one of the Judges in that Reign, and Author of the Treatise on the Forest Laws; by Norden, a Surveyor of great Eminence; by Taverner, Trefwell, and Agar, Surveyors General of the Woods; by Sir Charles Harbord, and Mr. William Harbord, his Son, Surveyors General of the Crown Lands; and by some who held the First Offices in Administration. Many of these are still preserved, and are now, or authentic Copies of them, in our Possession; and there are extant, in the Books of the Auditor and Surveyor General of the Crown Lands, and in other Offices, numerous Commissions of Enquiry into the State of the Woods and Forests during that Period, with the Returns to those Commissions; all which are so many Proofs of the Attention then given to these Subjects by the Servants of the Crown.

But when the Alarm occasioned by the extensive Grants made towards the Close of that Century had produced the Act of 1701, by which the Crown was restrained from alienating any Part of its Landed Property, the Attention given to that Subject by Ministers very soon ceased; and though it is probably owing to that Act of Parliament that the Forests and Lands which still belong to the Crown have been preserved, yet that Restriction certainly does not appear to have had any good Effect upon the Care and Management of what was retained; and we have met with very little relative to the Forest which is the immediate Object of Consideration, either in the Books of the public Offices, or in any detached Writings, since that Time, that deserves Notice.

1 Ann. Chap. 7.

The Gentlemen who held the ancient Offices of Verderors, Foresters, and Woodwards (the Two last of which are Hereditary) gradually withdrew their Care of the Forest, which appeared to be no longer an Object of the Attention of Government; the Superintendance or Co-operation of the Surveyor General of the Crown Lands

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with the Surveyor General of the Woods, which had been attended with the best Effect, seems to have been discontinued about the same Time; and the Deputy Surveyor and Keepers, finding no Check from their Superiors, appear very soon to have lost Sight of the Public Interest in the Forest, which it was their Duty to watch over and protect.

Lord Weymouth, who was Warden of the Forest of Dean when the Suit which we have mentioned was instituted in the Exchequer against the Colliers, having been removed upon the Death of Queen Anne, all further Proceedings in that Cause were dropt.

In the Books of the Surveyor General of the Crown Lands, which, during the preceding Century, furnish numerous Documents, and much useful Information, the Forest of Dean is hardly ever mentioned from that Time to the present; and the Books of the Auditor, in which numerous Commissions of Enquiry, with the Returns to them, and other Papers of Consequence relative to Dean Forest, prior to that Period, were enrolled or entered, contain only Warrants for selling Timber for the Navy, or for Sale; the Produce of which is for the most Part directed to be applied towards the repairing of Lodges, Roads, or Fences, or the Payment of Salaries to Officers, or Free Gifts from the Crown.

18 March 1735.
Forests, Woods,
Sec. Lab. p. Pa. 17,
in Auditor's Office.

In One of those Warrants, in the Year 1735, it is observed, "That whereas it has been represented by the Surveyor General, that a Practice has prevailed among the Colliers of boring large Holes in Trees, that they may become rotward and decayed, and as such may be delivered to them for the Use of their Collieries; in order to prevent such pernicious and destructive Practices, Directions are given that such bored Trees as appear to be dead and spoiled shall be felled, taking Care that none be cut down that may be of Use to the Navy:" But not a Word is said about endeavouring to discover the Offenders, that they might be punished, or recommending more Attention and Care to the Officers of the Forest. Our chief Reason for stating this last Circumstance so fully is, because it not only shews the slight Attention then paid by Government to this Subject, when it could not be altogether avoided, but because, in such a Want of Documents for tracing the first Beginnings and Progress of the Abuses, since carried to so great a Height, it is necessary to mark, that from this Paper it appears that the Colliers, who now frequently obtain from the Keepers the best Trees in the Forest, did not at that Time think themselves entitled to have any that were not rotward and decayed.

" 35.

Original Papers
from the Treasury.

The first Representation that we have found of any Thing like the present Abuses, is in a Memorial of Christopher Bond, Esq; Conservator and Supervisor of the Forest of Dean, to the Treasury, in 1736, stating, "That after the Act 20th Charles II. 11,000 Acres had been inclosed; that the Officers were duly elected, Forest Courts held, and Offenders prosecuted and punished, by which Means were raised a great Quantity of Timber Trees; but that within the last Thirty Years those Elections had been neglected, the Courts discontinued, and Offenders left unpunished, the Officers of Inheritance, and others, were grown remiss and negligent; so that a few Inclosures, and those of a few Acres only, of the said 11,000 Acres, were kept up, and these not carefully repaired; a great Number of Cottages were erected upon the Borders of the Forest, the Inhabitants whereof lived by Rapine and Theft; that there were besides many other Offences committed, such as intercommoning of Foreigners, Surcharges of Commoners, Trespasses in the Fence Month and Winter Haining, and in the Inclosures; keeping Hogs, Sheep, Goats, and Geese, being uncommon Animals, in the Forest; cutting and burning the Nether Vert, Furze, and Fern; gathering and taking away the Crabs, Acorns, and Mast; and other Purprestures and Offences;

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" carrying

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" carrying away such Timber Trees as were covertly cut down in the Night
 " Time; by which Practices several Hundred fine Oaks were Yearly destroyed, and
 " the Growth of others prevented; and that it was feared that some of the inferior
 " Officers of the Forest, finding Offenders to go on with Impunity, were not only
 " grown negligent; but also connived at, if not partook, in the Spoil daily committed;
 " and recommending that there should be a new Law to explain that of Charles II.
 " to enforce Officers to do their Duty; and that the Forest Laws, though for-
 " merly odious to the People, by Reason of the unlimited Power and arbitrary Pro-
 " ceedings of former Chief Justices in Eyre, would cease to be so for the future,
 " provided all former Offences should be remitted, and a Method found out for
 " trying by a Jury, and convicting before the Verderers at their Swaimote Court,
 " and a Power lodged in the Verderers to fine, under a certain Sum, all Offenders
 " (save such as should be punishable by the Statute then proposed) without Ap-
 " peal, as no Offences come under the Cognizance of the Forest Courts, by the
 " Act of the 20th Charles II. but what are committed in the Wastes of the said
 " Forest."

This was referred to the Surveyor General of the Woods, who was directed to as-
 tend the Attorney and Solicitor General, Sir John Willes and Sir Dudley Ryder, to
 take their Opinion thereon; and their Opinion was, " that the Offences were chiefly
 " owing to the Neglect of putting the Stat. 20th Charles II. in Execution; and they
 " recommended therefore, that the several vacant Offices of the Forest should be filled
 " up, that the Forest Courts should be regularly held, and that the Officers should
 " be strictly enjoined to do their Duty, to see what Effect that Method would have
 " before trying a new Law." But we have met with no Proof that any Thing was
 done in Consequence of this Opinion.

About the Year 1758, a Proposal was made by John Pitt, Esquire, then Surveyor
 General of the Woods, for inclosing 2,000 Acres in Dean Forest, which was agreed to
 by the Treasury, and ordered accordingly. In 1763, Mr. Pitt was removed from that
 Office, and Sir Edmund Thomas appointed to succeed him. In 1767, Mr. Pitt was
 re-appointed Surveyor General; and in 1770, he represented to the Treasury, that
 going lately into Dean Forest, he found that great Spoil had been committed there,
 and great Quantities of Wood and Timber cut by Order of Sir Edmund Thomas, the
 late Surveyor General, without Warrant, amounting in Value to £. 5,235.

In 1771, Mr. Pitt presented a Memorial to the Treasury, proposing another In-
 closure of 2,000 Acres in this Forest, the Expence of which was estimated to amount
 to £. 2,077. 18s. 10d.; and a Warrant was issued for authorizing him to inclose that
 Quantity, and to raise the Money by Wood Sales in the Forest.

In the same Year, 1771, a Committee of the House of Commons was appointed to
 consider how His Majesty's Navy might be better supplied with Timber, and to report
 their Opinion thereon. That Committee made a very minute Report of the Informa-
 tion which they had received; but, at their Request, that Part of the Order which re-
 quired that they should report an Opinion, was discharged; and though they laid be-
 fore the House much useful Information, and the fullest Proofs of the Scarcity and
 Decrease of Naval Timber, it does not appear that any Thing was done in Conse-
 quence of it, for promoting the Object for which the Committee was appointed. In
 the Appendix to that Report, N^o 16, a summary View is given of the Judgment of
 the Dealers in the different Counties, respecting the proportionate Decrease of Oak
 Timber: We have thought it right to insert that Paper in our Appendix, in Con-
 firmation of the Reports of our Surveyors, and the Opinion we have ventured to give
 on the Subject of the general Decrease of Timber.

Forests, Woods,
 &c. Lib. 5. Pa. 126.
 in Auditor's Of-
 fice.

Commons
 Reports, Vol. III.
 Pa. 15.

Appendix, N^o 9.

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Journals,
20 June 1782.

It appears from the Examination of Mr. Surveyor General Pitt, before that Committee, that a Survey had been made of the Timber in this Forest in 1764; when it was computed that there were 27,302 Loads fit for the Navy, 16,851 Loads of about 60 Years Growth, and 20,666 Loads rotting and decaying; and in pursuance of an Order of the House of Commons, a fresh Survey of the Timber was made in 1783, in the Return to which Order it is stated, that there were then in this Forest 90,388 Oak Trees, computed to contain 95,043 Loads; and 17,982 Beech Trees, computed to contain 16,492 Loads, both of Square Measure.

Appendix, N° 10.

Various Representations were made to the Treasury, by the same Surveyor General, between the Years 1771 and 1786, relative to Abuses and Depredations committed in this Forest by the Miners and Colliers, Timber Stealers, and others; and a Variety of Expedients were proposed by him for preventing them, by introducing Checks on the Delivery of Timber to the Miners, and establishing Rewards to be paid on the Discovery and Conviction of Offenders: But the little Success which followed those well-intended Measures, shews how useless it is to attempt an Improvement of this Forest, while the resident Officers derive Advantages from the Continuance of the Abuses. In Spite of the Endeavours of the Surveyor General, the Quantity of Timber delivered to the Miners has increased every Year; and the Inclosures which were made on his Recommendation, were very soon suffered; by those who had the Charge of them, to go to Ruin.

Having stated the Substance of all the Proceedings which we have met with, so far as appeared to us to be necessary for enabling the Legislature to judge of the Attention given to this Forest during the last Century, and the beneficial Effects which resulted from it, as well as of the destructive Consequences which ensued from the subsequent Neglect; we shall now state the Course of proceeding on Falls of Timber for the Navy, and also on Wood Sales, and on the Execution of Works done in the Forest.

When Timber is wanted from the Forests for the Dock Yards, the Commissioners of the Navy order their Purveyors to enquire from what Forest such Timber can be supplied; the Return of the Purveyor is transmitted by the Navy Board to the Treasury, with a Request that a certain Quantity may be felled for their Use; the Matter is then referred from the Treasury to the Surveyor General of the Woods; and if the Report of the Surveyor General recommends the Fall proposed, a Warrant is issued under His Majesty's Sign Manual, and countersigned by the Lords of the Treasury, directing the Timber to be felled and delivered accordingly: Or, when it appears to the Surveyor General of the Woods, that Timber may be spared from any Forest, fit for the Navy, he represents the Matter to the Treasury, or to the Navy Board; and if there be Occasion for the Timber, a Warrant is issued in like Manner to the Surveyor General, authorizing the Fall proposed: And the Value of all the Timber supplied to the Navy from the Forests is paid for in Navy Bills to the Surveyor General, at a stated Price of £. 1. 18s. per Ton or Load.

When any Work is to be done in a Forest, such as the Building or Reparation of Ledges, the making or repairing Fences or Roads, or for any other Purpose, a Petition or Memorial is presented to the Treasury, by some Officer of the Forest where the Work is required to be done; or the Matter is represented to the Treasury by the Surveyor General. In the former Case, the Petition or Memorial is referred from the Treasury to the Surveyor General, who returns it with his Report, and an Estimate of the Expence of the Work, and suggesting out of what Fund it may be defrayed; and similar Directions are given to estimate and report, if the Proposal comes from the Surveyor General himself, in case an Estimate has not been sent in the first Instance. A Warrant from the Treasury is then issued to the same Surveyor General

to execute the Work, if it be approved of; and to cut or fell so much Timber or Wood as will raise the Sum required, if the Expence is to be defrayed in that Manner—or Warrants are issued for paying the same out of the Rents or Fines arising from the Land Revenue. The Surveyor General sends the Warrants for performing the Work and felling the Timber, to be executed by his Deputy in the Forest, under whose Direction the previous Estimates are usually made; and those Warrants are entered in the Office of the Auditor to whom the Accounts of the Surveyor General are rendered. A separate Account is made up for each Warrant; and the Surveyor General charges himself, in his Accounts of Timber felled for the Navy, and delivered to the Dock Yards, with the Money which he receives for the Navy Bills issued to him for the Value of that Timber, after selling the Navy Bills at the Current Price, and with the Money arising by Sale of the Logs, Tops, and Bark; and in his Accounts for the Execution of any Work done by Warrant, he charges himself with the Money received for the Timber, Logs, Tops, and Bark sold, or impressed to him from Rents or Fines out of the Land Revenue, and he takes Credit for what he has expended in the Execution of the Works directed to be performed; and those Accounts are examined and stated by the Auditor, in whose Office they finally remain, after having been declared before the Chancellor of the Exchequer.

This System has an Appearance of Regularity and Order; but though it may have the Effect of keeping the Public Accounts, in these Particulars, distinct, and free from Confusion, there is nothing in the System that tends in any Degree to prevent or correct the Abuses that exist.

In the whole Course of the Business which has been described, the ancient Officers of the Forest are never once called upon to report an Opinion, or to act in any Manner, until the Warrant comes to the Deputy Surveyor to be executed, when it is his Duty to call upon Two of the Verderers, or Two Justices of the Peace, to see such a Number of Trees marked to be felled as may contain by Computation as much as is required by the Warrant; but it cannot be expected that the Deputy Surveyor will be anxious for their Attendance, which could only serve as a Check on his own Proceedings, and in some Degree prevent those undue Advantages which have for many Years been too generally taken in the Execution of all Business done in the Forests.

Most of the ancient Forest Offices are become merely nominal, and are bestowed rather as Marks of Favour and Distinction, on Gentlemen of Consideration in the Neighbourhood of the Forests, than as Appointments of real Use or Responsibility, and the Surveyor General and his Deputies, instead of coming in Aid of the ancient System of Management, have ingrossed the Whole, and acquired the sole and almost uncontrolled Management of this valuable and important Part of the Public Property.

And not only is this uncontrolled Power placed in the Surveyor General and his Deputies while they continue in Office, but no Record remains of their Proceedings when they go out, nor of the System of Management which they had pursued: Every one carries with him all the Books and Papers concerning his Official Transactions, as his private Property; and each new Surveyor begins without Direction or Precedent, and adopts such new Plan as suits his Fancy or Convenience.

In the Course of our Enquiry we have seen Proof, that in former Times there were in that Office many and voluminous Books and Papers, probably well worthy of being preserved, and which, at the Death or Removal of one Surveyor, were delivered over to his Successor. By what Means those Books and Papers were lost, or why the Practice of preserving and delivering over the Official Documents (which is still

invariably

invariably observed in the Office of Surveyor General of the Crown Lands) ceased in that of Surveyor General of the Woods, we have not been able to discover. It is certainly much to be regretted that it ever was discontinued; for, from the great Extent of the Forests, and the confused Mixture of Property in them; from the numerous Claims of the neighbouring Inhabitants, and the Shares of the Produce unwisely granted by the Crown, as Perquisites to hereditary as well as temporary Officers; there is no Part of the public Property so liable to Waste, Depredation, and Encroachment, or in which all the Checks and Information of Books accurately kept, and Papers or Records carefully preserved, could possibly be more useful.

Appendix, N^o 11,
12, 13.

We have given in the Appendix Two Examples of the Delivery of Official Books and Papers to Surveyors General of the Woods, by the Representatives of their Predecessors, with a List of all the Surveyors General since the Date of those Examples, in Hopes that if this Report should come into the Hands of any of their Descendants, who may still have preserved those Books and Papers which once belonged to the Office, they may be influenced by the same Motives which induced Mr. Morton Pitt to send for our Perusal the Books and Papers left by his late Father, which appear to have been collected by him with great Industry, and at no inconsiderable Expence to himself, and from which we have derived much useful Information.

We shall in the next Place give a List of the Officers of the Forest of Dean, and of the Fees, Perquisites, and Advantages which they receive; pointing out, as distinctly as we can, the Effect which those Fees, Perquisites, and Advantages, have on the Forest itself.

Appendix, N^o 14.

The present Officers of Dean Forest, according to a List made up at a Court of Swanmote, held at the Speech House in that Forest, on the 25th September 1787, and sent to us by Mr. John Mathews, Steward of that Court, and inserted in the Appendix, are—A Lord Warden—Six Deputy Wardens—Four Verderers—a Steward of the Swanmote Court—Nine Foresters in Fee, of whom One is Chief Forester and Bow-bearer—Nine Woodwards—Regarders, there ought to be Twelve in every Forest, but at present there is not One in this Forest—Six Keepers.

There are no other Officers mentioned in the List received from Mr. Mathews; and these are all who can properly be called Forest Officers.

But besides these there are—The Surveyor General of the Woods and Forests, whose Jurisdiction extends to all the Forests; with a Deputy resident in London, and an itinerant Deputy—A Deputy Surveyor for this Forest, resident in it—A Conservator—A Gaveler—and a Watchman.

The Office of Lord Warden of the Forest of Dean, and Constable of the Castle of Saint Briavel's within that Forest, is held by Frederick Augustus Earl of Berkeley, during His Majesty's Pleasure. No Salary is paid for the Exercise of that Office, but an Annual Sum of £. 210 is issued to the Lord Warden from the Exchequer, by Quarterly Payments, for the Wages of the Conservator and Six Keepers; and a further Sum of £. 40 per Annum is allowed for Wages of the Keepers, out of the Rent reserved on a Lease of the Manor and Hundred of Saint Briavel's, held by Lord Berkeley under the Crown.

The Lord Warden being Judge of the Court called the Mine Law Court, formerly held in this Forest for the Regulation of the Miners, and for settling Disputes, and trying Pleas between them, the Deputy Wardens are appointed by the Lord Warden to execute that Part of his Office; but no Mine Law Court has been held for several Years past.

The Names of the present Deputy Wardens, and of the Verderers, Foresters, and other Officers, are contained in the List above mentioned: These Officers are now become, as we have before observed, rather honorary than efficient; and as the Officers receive no Salaries or other Perquisites, except Fee Deer, it is unnecessary in this Place to say any Thing concerning them, more than to refer to their Answers to our Enquiries, which are inserted in the Appendix.

Appendix, N^o 15,
16, 17, 18, 19, 20,
21, 22.

The whole Management of the Forest, in every Particular, except the Mines and Coal, has for many Years been in the Hands of the Surveyor General, his Deputies, and the Six Under Keepers; we shall therefore be more particular in stating the Fees, Perquisites, or Emoluments taken by them: But the Surveyor General of the Woods and Forests, having a general Superintendence and Direction of all the Forests, Parks, and Chaces belonging to the Crown, and the Advantages of his Office being derived from the Works done, and the Woods and Timber cut or disposed of in each of them, and those Advantages, according to our Information, varying in each Forest, we should be liable to Error in attempting to state the Amount of the Profits derived by that Officer from each Forest separately; more especially as it frequently happens that the Produce of the Timber or Wood sold from One Forest is expended on another. We propose, therefore, in our Reports on the different Forests, to describe the Nature of the Emoluments arising to the Surveyor General out of each; and in the End, when our Enquiry into the Condition of all of them shall be completed, and when the Particulars will be more fully before us than they are at present, to give a General Statement of the Salaries and Advantages of the Surveyor General, and of such of the inferior Officers in the same Department, whose Appointments relate to the Business of the Forests generally, a Proportion only of which could, with Propriety, be stated in the Account of the Forest of Dean.

The Perquisites and Emoluments of the Office of Surveyor General of the Woods, arising from Dean Forest, are,

20*s*. per Day (Sundays excepted) for Attendance and travelling Expences, during the Execution of any Work in the Forest.

An Allowance for Two Deputies in Dean Forest, at 4*s*. per Day each (Sundays excepted) which is stated to be an ancient customary Allowance, and considered as a Perquisite or Addition to the Salary of the Surveyor General.

5 per Cent. or One Shilling in the Pound, charged by the Surveyor General on all Monies received by him, and allowed on passing his Accounts before the Auditor.

Besides which the Surveyor General takes or retains,

5 per Cent. out of all Monies paid or expended by him; and

5 per Cent. on all Monies arising from Wood Sales in this Forest.

3*d*. for every Cord of Wood sold from the Forest on Account of the Crown.

And old Materials, when so decayed as to be of no further Use.

Appendix, N^o 23.

The Salary, Perquisites, and Emoluments of the Surveyor General's Deputy in Dean Forest, are stated by Mr. Thomas Blunt, who has held that Office since the Year 1780, to be,

A Yearly Salary of £. 50.

Appendix, N^o 23.

Besides

Besides which Salary he takes, as Perquisites,

The Tops of all Naval Timber, refused by the Purveyor of the Navy, as unfit for Naval Use.

The Tops of all stolen Timber.

All Trees felled by Wood-stealers, if found before they are cut into Kibbles, or conveyed away.

One Moiety of the Cordwood, made from the Offal Wood of Timber delivered to the Miners, and of stolen Timber.

And in some Walks of the Forest 4*d.* and in others 6*d.* for every Tree felled for the Use of the Miners.

The Deputy Surveyor, in his Examination on Oath, says he never kept any Account of these Fees and Perquisites; but believes that he received from £. 300 to £. 500 per Annum during the First Two or Three Years after his Appointment; but during the last Year not more than £. 250. This Officer, however, has other Advantages from the Forest, which will be mentioned in the subsequent Part of this Report; but the Amount of these is unknown to us, and cannot be the Subject of any Calculation.

Appendix, N^o 24.

The Six Keepers have each a Salary of £. 22 per Annum, paid by the Lord Warden, to whom it is issued in the Manner before mentioned; and each of them has a House or Lodge, with other Buildings, a Garden, and from 30 to 50 Acres of Land, estimated by them at different Values, from £. 20 to £. 40 per Annum. They also take the following Fees and Perquisites:

On Decr.	{ On every Warrant for killing a Buck, £. 1. 1 <i>s.</i> —
	{ On every Warrant for killing a Doe, £. — 10 6 <i>s.</i>
On the Herbage.	{ For Cattle trespassing on the Forest in the Fence Month and Winter Haining; viz.—For Horses, Mares, and Horned Cattle, 4 <i>d.</i> each;
	{ Colts, unshod, 1 <i>s.</i> each, Sheep, 2 <i>d.</i> each; Hogs, ringed, 4 <i>d.</i> each; and for Hogs unringed, trespassing at any Time, 1 <i>s.</i> each.
On Timber and Wood.	{ On every Order for Delivery of Timber to the Miners or Colliers, 1 <i>s.</i> ; the Moiety of all Offal Wood of Timber cut for the Miners; the Moiety of all Cordwood of stolen Timber; all Lengths or Pieces of Trespafs or stolen Timber (called Kibbles); and the Bark of Timber delivered to the Miners, and of all stolen Timber found within their respective Walks.

The Annual Amount of these Emoluments is stated by the Keepers on Oath to be as follows:

Thomas

Keepers Names.	Salaries.	Lodge and Lash.	Fees on Deer.	For Cattle trespassing.	Fees on Delivery of Timber to Miners.	Kibbles and Of- fial Wood of Miners, and Stolen Timber.	Bark.	Total, including Lodge and Lash.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
Thomas Harvey	22 — —	40 — —		20 — —		21 17 6	135 — —	270 — —
William Stephens	22 — —	33 — —		{ cannot ascertain. }		{ from £. 30 to £. 40. }	30 — —	133 — —
Richard Bennet	22 — —	30 — —		20 — —		10 5 —	35 — —	105 — —
John Brett	22 — —	30 — —		35 — —		{ None for 6 Years left paid but for the 4 Y ^{rs} preceding. 15 6 — 21 12 — }		£. 160 10 £. 130
Robert Esft	22 — —	30 — —		15 — —		20 10 —	53 — —	150 — —
Richard Bradley	22 — —	20 10 —		20 — —		14 14 —	78 15 —	158 6 —

To render the Terms *Top and Lop, Cordwood, Offial Wood, and Kibbles*, intelligible to those who may not be accustomed to them, it may be proper to explain the Signification they bear in the preceding Account of the Perquisites of the Deputy Surveyor and Keepers.

The *Top* is that Part of the Stem or Body of the Tree, stripped of the Branches, which in Navy Timber is cut off by Direction of the Purveyor, as unfit for Naval Use; and in stolen Timber, that Part which the Thief either voluntarily leaves behind him, or has not an Opportunity of conveying away. It frequently happens that these *Tops* contain Timber fit for Carpenters or Coopers Uses, and sometimes Knees and crooked Timbers fit for small Vessels, but very rarely for King's Ships: When they are unfit for any of these Uses they are cut into *Cordwood*.

Cordwood consists of the *Lop*, or Boughs and Branches of Trees, cut into Pieces a little above Two Feet in Length, and generally about the Thickness of a Man's Arm. Where the Branches happen to exceed that Thickness, they are cleft into Two or more Pieces, to reduce them to that Size, in order to be made into *Charcoal*. A Cord of Wood is a Pile of these Pieces, of the exact Dimensions of 8 8 long, 4 4 high, and 2 2 thick, which last is the Length of each Piece. The common Fuel of the Country being Coal got from the Forest, the Whole of this *Cordwood* is made into *Charcoal* in the Forest, for the Use of the Iron Furnaces, Forges, and Manufactories, of which there are many in the Neighbourhood.

Lop, Crop, and Offial Wood, mean the same Thing, viz. the Boughs and Branches of Trees, and are all made into *Cordwood*; but the *Cordwood* of Naval Timber is made from the whole Lops or Branches of Navy Trees; and that arising from Miners, and stolen Timber, only from the Boughs and Branches left by the Colliers or Timber Stealers, and the Wood so left is termed *Offial Wood*.

Most of the Timber stolen from the Forest being intended either for making Casks for supplying the neighbouring great Cyder Country, or for the Use of Wheelwrights, the stolen Trees are usually cut in Pieces of suitable Length for those Purposes, and of convenient Weight for being conveyed away, which Pieces are called *Kibbles*.

- Appendix, N^o 21. The Conservator is an Officer whose Duty, by his own Account, is to take Care of the Lands inclosed in pursuance of the Act of 20th Charles II. and of the Woods and Underwoods there growing. The Salary of this Officer is £. 100 per Annum, which is issued from the Exchequer, through the Hands of the Lord Warden, as before mentioned, and is reduced by Fees and Taxes to £. 64. 16s. Whatever may have been the original Purpose of this Appointment, or the Duty performed on the first Institution of it, we do not find that any Advantage to the Forest has arisen from it of late Years. When any new Inclosures have been made, additional Salaries have been paid to the Keepers or others, to take Care of them. In the Course of Twenty-six Years no less a Sum than £. 723. 10s. has been expended in this Manner, of which £. 683. 10s. has been paid to the Keepers, in Addition to their ordinary Salaries, and yet the Fences of most of the modern Inclosures were destroyed in a very short Time after they were made; and the Materials suffered to be carried away publicly by the Country People in Carts and Waggons.
- Appendix, N^o 22. The Duty of the Gaveller, or, as he is called in his Patent, "Keeper of the Gawles" within the Forest of Dean, is to preserve the Rights of the Crown in the Mines within the Forest, and to collect the King's Share of the Iron Ore and Coal, or the Compositions paid by the Miners or Colliers in lieu of that Share. From the Extracts of Grants and other Documents stated in the former Part of this Report, we trust it will appear that the Crown has the sole Property of the Mines. The Gaveller states the Crown's Share of the Produce to be One Fifth Part of the Ore and Coal, or a Right to put a Sixth Man into every Pit or Work, and to receive a proportionable Share of the Produce, free from all Expence; and that these Dues were formerly taken in Kind, but that for many Years past the Colliers have paid an Annual Rent, a Composition in Money, for the Pit or Pits worked by each Company of Miners, and a Fee of 5s. to the Gaveller on galeing or setting out Ground to begin a new Work. There are no regular Works now carried on in the Forest for raising Iron Ore, and only about Twenty-two poor Men, who, when they have no other Work to do, employ themselves in getting Ore in the old Holes or Pits worked out some Years past. By an Account of the Coal Works in the Forest, made out in August last, there were then Ninety Pits actually in Working, which produced about 1,816 Tons of Coal per Week, of various Sorts. About One Half of that Quantity is House Coal, and the other Half Smith's Coal, and Lime Coal for Manure. The Average Price being about 3s. 3d. per Ton at the Pit, the Value of all the Coal raised in the Forest, according to that Weekly Quantity, is about £. 17,706 per Annum. The Timber of all Kinds delivered to the Miners for their Works, has of late Years been from 1,000. to 1,500 Loads Annually; of which the Deputy Surveyor states 1,000 Loads to have been Oak Timber, and One Fifth Part of that Quantity fit for the Use of the Navy. The Annual Compositions paid by the Colliers amount at present to about £. 220 per Annum; and the Whole of those Compositions are allowed to be retained by the Gaveller, in lieu of a Salary.
- Appendix, N^o 23. The Place of Watchman of the Forest was instituted a few Years since, on the Recommendation of the late Surveyor General, Mr. Pitt. His Annual Salary is £. 10, with a Dwelling House, and a small Quantity of Land; and his Perquisites arise from the Fines and Rewards on Conviction of Timber Stealers, of which he receives a Share in common with others concerned with him in detecting and convicting Offenders.

The Accounts of the late Surveyor General of the Woods not being all passed before the Auditor, we have it not yet in our Power to state the Application of the Whole of the Money which has arisen from the Produce of this Forest. We are however enabled to state, from the Accounts which have been passed or delivered into

into the Auditor's Office, that the Amount of the Wood Sales in this Forest, from the Commencement of His Majesty's Reign to the End of the Year 1786, has been £.27,715. 3s. 11d.; and the Aggregate of the Disbursements stated in the Accounts of Wood Sales is £.28,037. 15s. 2d.: So that the Surveyor General appears to be in Surplus on these Accounts the Sum of £.322. 11s. 3d. That the Quantity of Timber supplied from this Forest to the Dock Yards, during the same Period, has been 671 Loads: That the Sums received for that Timber, and for the Cordwood and Bark arising from it, have amounted to £.41,339. 6s. 3d.; and the Disbursements charged in the Accounts of the Naval Timber to £.13,517. 13s. 7d.: The general Balance on these Two Accounts is therefore £.27,396. 15s. 5d. But that Balance must not be considered as a clear Sum to be paid into the Exchequer; we know, from the Information of the same Surveyor General, that the Whole is expended in this, or some other Forest or Park. His Expressions, in a Letter dated 5th February 1783, to Messrs. Call and Holdsworth, who were then engaged in an Enquiry concerning the Forests, are, "There has not any Revenue arisen from the King's Woods and Forests, the Repairs and Works in several Forests and Parks having always amounted to so large a Sum as to require a Supply of Money from His Majesty's Land Revenue." And on Reference to the Auditor, and the Surveyor General of the Crown Lands, to be informed what those Sums paid to the Surveyor General of the Woods have amounted to, within the Period for which that Statement is given, we find the Total in that Time, paid out of Fines of Leases and Rents of Crown Lands, to be £.139,814. 15s. 3d. besides £.5,068. 1s. 4d. for Timber felled or sold from the demised Estates; so that the Sum expended on the different Works carried on under the Direction of the Surveyor General of the Woods, in 26 Years, from 1761 to 1786 inclusive, is equal to the Whole that arose, during the same Period, from the Produce of all the Woods, Forests, and Parks, and £.144,882. 16s. 7d. more.

£.27,715 3 11
£.28,037 15 2
£.322 11 3

£.41,339 — 3
£.13,517 13 7
£.27,396 15 5

Appendix, N^o 18j
2b. and 30c.
£.139,814 15 3
£.5,068 1 4

£.144,882 16 7
Appendix, N^o 31.

Appendix, N^o 30
31. and 32.

£.11,631 3s. 10d.
Appendix, N^o 23
and 33.

£.4,730 1s. 2d.

The Abstracts which we have given, in the Appendix, of the Accounts of Wood Sales, and of Timber supplied for the Navy, from Dean Forest, shew what Kind of Works have been carried on to occasion such Part of that Expenditure as is applicable to this Forest. By far the most considerable Article is for making and repairing Roads, on which no less a Sum than £.11,631. 3s. 10d. has been laid out; and yet it appears, from the Evidence of the Deputy Surveyor, and others, "That the greatest Part of those Roads are not only useless, but disadvantageous to the Forest."

The next Article in Amount is the Expence of Inclosures, on which, during the same Time, about £.4,730. 1s. 2d. has been laid out. With this Money it appears, from what has been stated, that about 4,000 Acres have been inclosed; but of all those Inclosures there remain now only Three, containing 323 Acres, of which the Fences are in tolerable Repair. It appears, by the Evidence of the same Deputy, that on all those Works which are paid for by the Sale of Wood or Timber, the Surveyor General has Three different Poundages, amounting together to 15 per Cent. There are many Objections to the Payment of any Officer by a Poundage; but in no Instance whatever can this Mode of Payment be more obviously injudicious and objectionable, than in that of the Surveyor of the Woods, to whom every Proposal for any Work to be done in the Parks and Forests is referred, as well as the Estimate of the Expence attending it, and to whom the Execution of those Works, upon the Estimates so formed, is afterwards solely intrusted. But the Gratuities and Perquisites which have been taken by the Deputy Surveyor resident in the Forest, and the Advantages which, in Consequence of those Gratuities, he has suffered others to take, have been far more destructive in their Effects. We have already enumerated such of them as are taken openly, and are avowed to be Perquisites of Office; we shall now mention some other Advantages enjoyed by that Officer. The present Deputy

Appendix, N^o 21. Deputy Surveyor states, "that after having been Two Years in Office, he made an Alteration in the Measurement of Timber, very much for the Advantage of the Public, and by which a great Quantity was Annually saved." What he says on this Subject in his Examination on Oath is more fully explained in the Answer which he returned to our first Enquiries concerning his Emoluments:—"On my first coming into Office (he says) I adopted the Plan of my Predecessor in the Sale of Timber, that is, I received such Fees or Presents as the several Purchasers thought proper to give me; and consequently allowed them, in Measurement of Timber or Bark, sufficient to compensate them for their Favours; in the Measurement of Naval Timber I likewise received considerable Presents.—The present Regulations in the Delivery of the Naval Timber now save to the Crown at least One thousand Loads Annually. I stated to Mr. Pitt, on my first settling my Accounts, after being about Two Years in Office, every Abuse in my Department; since which Time I have never received any Fee or Present whatever for the Sale of Timber, Bark, or Cordwood, otherwise than 3d. per Cord for Naval Wood."

The Quantity of Timber sold in the Forest is about equal to, or indeed rather exceeds, that which, in the same Period, has been furnished to the Dock Yards; and as there was the same Temptation, and the same Opportunity if the same Advantages were taken or allowed in the Measurement of what was sold, as there was in the other, we must in that Case suppose the whole Waste to have been no less than 2,000 Loads Annually; and it will be observed, from the Statements before mentioned, that on the Average of 26 Years, only 671 Loads have, One Year with another, been delivered to the Navy.

The Deputy Surveyor says in his Examination, "That the Fee he received for the Advantages so allowed in the Measurement, was no more than One Shilling per Ton, and that all other Benefit from this Mode of Admeasurement was solely enjoyed by the Contractor, except on one Occasion, when an uncommon Advantage had arisen to the Contractor, he received from him an additional Sum of £. 50;" and he adds, "That conceiving this Practice to be a growing Evil, he acquainted the then Surveyor General, Mr. Pitt, therewith, who expressed his Disapprobation thereof; and he has not, to the best of his Recollection, received any Fee or Present whatsoever on Timber felled for the Use of the Navy, since that Time."

1782.

These Abuses in the Measurement of Timber, which have had such destructive Effects on the Property of the Crown in this Forest, would probably have been prevented, if the Provisions of the Act 20th Charles II. had been duly carried into Execution. That Act directed that when any Timber was to be felled, the same should be marked by Two Justices of the Peace, and certified to the Treasury, with the Names of the Places where standing, and the Number of the Trees; and none to be cut before such View and Certificate, under a Penalty of £. 20: Instead of which, the Deputy Surveyor says, that "no Justice of Peace was ever present at the Time the Timber was marked for the Use of the Navy, but previous to the felling thereof it was viewed by Two Justices, who took a general View, by riding through the Walk in which the Trees were marked, and afterwards certified the Number of Trees marked to be felled." This cursory View, it is obvious, could be no Check on the Proceedings of the Persons concerned in the Felling or Measurement of the Timber; and Mr. Edwin, Chief Forester and Bow-bearer, says, "That, as One of the Justices of Peace, he hath heretofore frequently attended the marking of Timber directed to be felled as aforesaid, and on such Occasions always objected to the Marking of Timber in an improving State; but his Objections being often over-ruled, and at length wholly disregarded by the Deputy Surveyor

Appendix, N^o 22.

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"and Keepers, he discontinued such Attendance, as he found it of no Use to attempt the Correction of an Abuse which it was not in his Power to prevent." He also says, "That by such Abuses, and the general Waste, Spoil, and Destruction, the Wood and Timber within the Forest lessens very much in Quantity every Year."

But these are not the only Advantages enjoyed by the Deputy Surveyor; nor the only Abuses in that Department: In the Case of Wood Sales (he says) "In order to judge of the computed Quantity of Timber in the Trees marked to be felled, he always took with him a Person whom he thought of competent Knowledge as to the Quantity of Timber in a growing Tree, and with his Assistance made the Computation; and the Trees were marked by the Keeper, and viewed by the Justices, before they were felled, in like Manner as the Timber felled for the Use of the Navy: That Sales by public Auction were advertised in the Gloucester Paper only, on the Monday preceding the Day of Sale; and for the Information of Persons wishing to become Purchasers they were, by such Advertisements, referred to the Keeper or Keepers, who marked the Trees; and the Timber, when sold by public Auction, was put up to Sale in distinct Lots, of a certain Number of Trees in each Lot; that Sales by private Contract were not at all advertised, but the Timber so contracted for was measured and sold by the Load, and on such Sales, until the Year 1782, he in general received from the respective Purchasers certain Presents or Gratuities, but at no fixed Rate or Price per Load; that since that Time he hath received no Present or Gratuity for the Admeasurement of Timber, but such Admeasurement hath been true, just, and fair, to the best of his Recollection and Belief." It can hardly be necessary to make any Comment whatever on this Part of the Management of the Forest: However laudable it was in the present Deputy Surveyor to make known those concealed Advantages to his Superior, and to forego those Profits which his Predecessor had taken, yet the System which can admit of such Abuses certainly requires Reformation. The very general and cursory View taken by the Justices (the Deputy Surveyor having himself the Choice of the Person to assist him in computing the Quantity of Timber in the Trees to be felled) the short Notice given by Advertisement of a Sale, the Ignorance of the Keepers, and their Dependence on the Deputy Surveyor for the Advantages they are allowed to take, must effectually prevent any Check on his Conduct, or any Competition at a Sale; but it is necessary to observe, that the Deputy Surveyor, after his Appointment to that Office, became himself a Dealer in Timber, and has at this Time a Contract with the Navy Board for supplying the Dock Yards with a certain Quantity on his own Account; that he has purchased great Quantities of what has lately been sold in the Forest; and that in one Sale in 1786, made in consequence of a Warrant for raising £. 2,000 towards building a Gaol at Gloucester, the Execution of which Warrant was solely intrusted to him, he admits, that of 1,698 Trees, the Number sold on that Occasion, 100 were bought by himself, and 1,087 by an Agent employed to purchase for his Use. It should also be observed, that no less than 977 Trees were comprized in one of the Lots purchased for the Deputy Surveyor; and that the Whole of these Trees were sold standing, so that Purchasers could have little Opportunity of judging of the Value of what was offered to Sale; nor could there be any effectual Check on the Purchaser, as to the Number of Trees taken down, more especially in the Lots bought by the Deputy Surveyor. He has also another Contract for conveying to the Dock Yards all the Timber felled for the Navy in this Forest, at a certain Rate per Load; from which Circumstance it is obviously for his Advantage to cut the Trees nearest to the Place where the Timber is shipped, whatever Effect it may have on the Forest. Taking all these Circumstances together, it must be obvious that this is a Situation so liable to Temptation, and affording such Opportunities of taking

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taking undue Advantages, as no Officer whatever should be placed in, however much disposed to do his Duty.

The next Source of Waste and Abuse that we shall take Notice of, is that of the Delivery of Timber to the Miners and Colliers, for the Use of their Mines and Coal Works; and this is the more necessary to be attended to, because they pretend to claim a prescriptive Right; not only to work the Mines and Coal Pits, when opened, but to be supplied with Timber for their Works. Instead of using Arguments against this Claim, or stating our Opinion on a Question which may come before a Court of Law, we have judged it proper to bring into View such Extracts from the Grants and other Documents which we have met with in the Course of our Enquiry, as may enable the Legislature to form some Judgment of this Claim, and of the Propriety of making such an Arrangement with the Colliers and Miners as we shall venture to suggest; but in this Part of our Report we mean only to point out the Advantages which the different Officers of the Forest derive from this Waste of Timber, and to explain the Division made between them and the Colliers and Miners of the Trees cut for this Purpose. The Colliers and Miners themselves admit that the Consent of the Officer of the Crown, called the Gaveller, is necessary, before they can break the King's Soil, in his Demesne Lands, or begin to dig for Ore or Coal, where they are the Property of the Crown. When, therefore, a Collier or Miner proposes to open a new Work in the Forest, he applies to the Gaveller for his Permission; for which, as we have before observed, he pays a Fee of 5*s*. and he enters, at the same Time, into an Agreement with the Gaveller, to pay a certain Sum Annually, in Proportion to the Number of Men he is to employ in such Works, as a Composition for the Share of the Coal or Ore due to the Crown, which was formerly taken in Kind. Having paid the Gaveller his Fee, made an Agreement for the Annual Composition, and obtained his Permission to begin the Work, he applies to the Keeper of the Walk, and represents to him the Occasion he has for Timber for the Work he proposes to carry on; which the Keeper certifies to the Clerk of the Swanmore Court; and upon receiving that Certificate, with a Fee of One Shilling, the Clerk gives a Warrant to the Collier for delivering the Timber required, but without specifying any Quantity or Number of Trees: This Warrant the Collier carries back to the Keeper, who, with the Deputy Surveyor, or his Agent, mark such Trees as they think proper for the Purpose.—No Verderor or Justice of the Peace ever attends on such Occasions; and even the Appearance of their viewing the Trees is not thought to be necessary. The Keeper receives a Fee of 1*s*. on every Warrant; and the Trees being then cut down are divided in the following Manner:—The Miner has the Body of the Tree; the Deputy Surveyor One Half of the Cordwood, and 4*d*. or 6*d*. for every Tree sold: The Keeper gets the other Half of the Cordwood, together with the Bark; and if the Collier be detected in misapplying the Timber, the Keeper seizes it for his own Benefit. In felling a Pit, Oak Timber is deemed necessary, for other Uses within the Pits it is admitted that other Wood may answer; but as the Bark is now One of the Perquisites of the Keeper, and as the Bark of no Tree, except the Oak, is of any Value for Sale, it is not surprising that though formerly only a few Beech or Oak Trees were given to the Colliers and Miners, they now get chiefly Oak, especially in the Spring and Summer; and as the Deputy Surveyor and Keepers receive so great a Share of the Value of the Tree, it cannot be Matter of Wonder that the Colliers are most liberally supplied. It appears from the Evidence of several of those who have been examined, that at least 1,000 Loads of Oak Timber have been, one Year with another, delivered to the Colliers; and as the Country improves, and the Demand for Coal increases, unless the System of Management shall be altered in this Particular, and a Stop put to this profuse Disposition of the Timber, at present

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Appendix, N^o 36.

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sent left to the Direction of those who derive a Profit from it in Proportion to the Waste, the Property of the Coal and Ore, instead of producing a Revenue, as it formerly did, and ought now to do, will in a very few Years occasion the Consumption of all the remaining Timber, and complete the Destruction of the Forest.

The Timber stolen in the Forest has been another Source of considerable Emolument to the Officers, which we shall also endeavour to explain: The Wood Stealer generally fells the Tree in the Night Time, cuts off the Top, Boughs, and Branches, which being of little Value to him, are always left; he then, if not disturbed, divides the Body of the Tree into Pieces of convenient Weight for being conveyed away, and of suitable Length for the Use of Coopers or Wheelwrights, which Pieces are there called Kibbles.

Thefts of Timber in this Forest became so frequent, and the Thieves at Length so desperate and daring, according to the Representation of the Deputy Surveyor, as to bid Defiance to him and the other residing Officers; and in the Years 1779, 1780, 81, and 85, the Circumstances were represented to the Treasury by the late Surveyor General, and Authority was given to him to offer different Rewards for the Detection of Offenders, from £.5. to £.50. each, to be paid on Conviction. Many such Premiums or Rewards have been paid to the Keepers, and other Officers of the Forest, who have always been the Discoverers of the Wood Stealers; and various Fines have been imposed and levied on the Offenders, which have also been given to the Informers. In this Situation a very distinct Arrangement has been made among the Officers for the Distribution of the Advantages arising from this Source:

Appendix, N^o 27.

1st. The Top of the Tree, with the Booghs and Branches, being always left behind, are thus divided: The Deputy Surveyor takes the Top, with one Half of the Cordwood; the Keepers take the other Half of the Cordwood, and the Bark.

2dly. If the Tree be found whole, after it is cut down, the Body of it becomes the Perquisite of the Deputy Surveyor.

3dly. If it be found cut into Kibbles, it becomes in that State the Perquisite of the Keepers; and in both these Cases the Top, Cordwood, and Bark, are distributed as before.

4thly. The Rewards for detecting and convicting Offenders, which are paid by the Deputy Surveyor out of Wood Sales, and also the Fines imposed by the Justices, are given to the Informers, who are always the Resident Officers of the Forest, and their Assistants. The Amount of the Rewards paid since the Year 1780, together with the Expences of Prosecution, is £.647. 15s. 7d. We have not been able to obtain a complete Account of the Fines levied on Offenders, but those which we have an Account of amount to £.572. 0s. 6d. for Seven Years, ending at Michaelmas 1787.

Appendix, N^o 34.Appendix, N^o 38.

We have already stated the Expence of the Roads, during 26 Years, from 1761 to 1786, to have been about £.11,631. 3s. 10d; and the System of Management adopted for this important Part of the Expenditure will be best explained by a Reference to the Deputy's Examination; in which he says, "That the Roads which have been made and repaired in the Forest since his Appointment, have, in general, been done by Persons immediately employed by himself, an Estimate having been first made by Two Persons appointed by him to measure and value the Works intended to be done; which, if approved of by the Surveyor General, the Work was then undertaken by him (the Deputy) at the Rate or Price fixed on by such Two Persons; and the Works, when completed, were surveyed by Two Justices of the Peace, who certified the sum to be executed agreeable to the Contract."

£. 11,631. 3s. 10d.

Appendix, N^o 34.

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In this System it is obvious that there is nothing which bears even the Appearance of any Check on the Conduct of the Deputy Surveyor, excepting the View or Survey of the Two Justices of the Peace, who certify only, "that the Work is executed agreeable to the Contract," but to whom no Reference is made as to the Reasonableness of the Terms.—A striking Example of the Advantages which the Officers residing in the Forest have in the Execution of such Works appears from the Information of Charles Edwin, Esquire, before mentioned, who having been called upon, as a Justice of Peace, to view some Roads which had been made in the Surveyorship of the late Sir Edmund Thomas, and which, in the usual Form, he certified to be executed agreeable to the Contract, he says, "That having enquired of the Labourers working on the Road what Price they were allowed, they informed him, that they were paid after the Rate of 18 *d.* per Yard; and knowing that 3*s.* per Yard was charged to Government for the same Works, he questioned Mr. Joseph Mabbot, the then Deputy Surveyor, who admitted the Fact."

Appendix, No 22.

On the Subject of the Inclosures in the Forest, the Deputy Surveyor states, in his Examination, that "he hath also made and repaired the Fences in the Forest, and employed Labourers, either by Contract or Day Work, in those Businesses; and that when the Works were completed, a Receipt was taken for the total Amount of the Monies, either from the Contractor or some One of the Workmen, which was a Voucher for the Allowance thereof to the Examinant, in his Accounts with the Surveyor General." To this Account given by the Deputy Surveyor of the making and repairing the Inclosures, on which £. 4,730. 1. 2 has been expended, we shall subjoin what is said by our Surveyors, in their Report of the present State of the Inclosures in this Forest.

£. 4,730. 1. 2.
Appendix, No 41.

Accts. R. P.
"The Great Inclosure, which contained 743 0 25, was begun to be made about 12 Years ago, with Posts and Rails; but before the Whole was completed, a great Part was taken away, and nothing now remains but the Bank. There are no young Trees of any Kind.

Accts. R. P.
"Stonedge Inclosure was made about 12 Years ago; it contained 125 1 10, and was fenced with a dry Stone Wall, which is for the most Part destroyed. There is a great many Thorns and Hollies, with some very fine large Oaks, but no young Timber of any Kind coming up.

Accts. R. P.
"Coverham Inclosure, which contained 350 2 34, was made about 15 Years ago, Part with dry Stone Wall, and Part Posts and Rails. Nothing now remains of this Inclosure but the Bank; notwithstanding which there is a great Quantity of young Timber, for the most Part Beech, with a few Oaks.

Accts. R. P.
"The Perch Inclosure contained 168 2 26, and was also made about 15 Years ago, Part with dry Stone Wall, and Part Posts and Rails. Nothing but the Bank now remains. There was a great Quantity of young Timber, particularly Beech, in this Inclosure, which is nearly all destroyed, in consequence of the Fences being pulled down.

Accts. R. P.
"Serridge Inclosure was made about Twelve Years ago; it contained 409 3 20, and was fenced with a dry Stone Wall, of which but little remains, being quite open in many Parts; there are no young Trees of any Sort, and but few old Trees.

Accts. R. P.
"Heywood Inclosure contained 715 3 38, and was made about Ten Years ago, Part with a dry Stone Wall, and Part Pales—very few Traces of which now remain, and in some Parts none at all: We have been informed that great Part of the Wall was pulled down, or fell, before the Whole was completed, and the Pales carried away by Waggon, &c. soon after they were put up; and from its present Appearance

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" Appearance it is evident no Advantage has been derived from this Inclosure, as there are no young Trees in any Part of it.

Acres. R. P.
 " The Three following Inclosures, containing together 323 1 33, are all that remain inclosed, and in good Repair, except the Buckholt Inclosure after-mentioned.

Acres. R. P.
 " Stapleage Inclosure, containing 183 1 3, has been made about Five Years, Part with dry Stone Wall, and Part dead Hedge—in general in good Repair: In some Parts of it there are some small Oak and Beech Plants, and also a few large Oaks and Beeches.

Acres. R. P.
 " Speech House Inclosure, containing 5 0 6, was made about Four Years ago, by the Deputy Surveyor, and planted with Acorns, which have produced some young Oaks.

Acres. R. P.
 " Birch Wood Inclosure, containing 135 0 24, has been made about Five Years, Part with dead Hedge, and Part dry Stone Wall, which in general is in good Repair. There are but few young Oaks coming up.

Acres. R. P.
 " Buckholt Inclosure, which contains 352 3 20, has been made about Eighty Years; the greatest Part with a Stone Wall, the rest Hedge and Ditch. The Fences of this Inclosure have of late Years been kept in good Repair. There are some very fine large Oaks in it; but in general it contains a great Quantity of fine young Beech. There are also some Oak Trees of about Ten or Fifteen Years Growth, and young Oaks are coming up from Acorns which have been set in vacant Places. A few Weymouth Pines have also been planted in this Inclosure, which grow very well."

A similar Account is given on Oath by Miles Hartland, Assistant to the Deputy Surveyor, of the flourishing State of the Buckholt Inclosure, and the Condition of the Three small Inclosures lately made. And with respect to the Six Inclosures first mentioned, he says, " The Fences of most of them were destroyed soon after they were made, and such Parts of them as consisted of Pales, Posts, and Rails, were carried away publicly by the Country People, in Carts and Waggon; they have not since been repaired; and he believes that none of them have contributed in any Degree to the Increase of Timber, or Advantage of the Forest."

Appendix, N° 33.

We shall also insert the Observations of our Surveyors on the present State of the Timber in this Forest; premising only that a particular Survey of it having been made in the Year 1764, and another in the Year 1781, and both those Surveys reported to the House of Commons, as we have already noticed, we did not think it necessary to incur the additional Expence of having a very minute Survey of the Timber made on this Occasion. The Surveyors say:

" Not having been instructed to make a particular Survey of the Timber now growing upon the Forest, we have only taken it by general Observation, and have computed it to be as follows, viz. 24,000 Oak Trees, which will measure upon an Average One Load and a Quarter each, Girt Measure, and 22,000 Oak Trees, which will measure upon an Average Half a Load each: This Calculation is exclusive of unsound Trees, of which there are many: There is also a considerable Number of fine large Beech, as well as young growing Trees, in several Parts of the Forest. The principal Stock of young Timber, from which any Expectation can be formed at present, is in the Lea Bailly and Lining Woods, which in general are well stocked, and would produce a considerable Quantity

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"tity of fine Timber, if properly fenced, and protected from the Depredations of Plunderers.

"We have examined the Survey of the Timber made in 1783, and compared it with our own Observations; and we shall only say, upon the Subject of that Survey, that if it was accurately and justly taken at the Time, an immense Quantity of Timber must have been, in one Way or other, taken down in the Forest since that Period."

We have already observed, that in Consequence of the Act of 20th Charles II. 11,000 Acres were inclosed; and, by the Provisions of that Act, the same Number of Acres were to be kept inclosed at all Times, for the Growth of Timber only; no Cattle of any Kind were to be admitted into the Inclosures, and in the uninclosed Walks, the Cattle only of those who have Right of Common; and even these Cattle were not to be admitted during the Fence Month, and Time of Winter Haining.

These Provisions were well contrived for the Preservation of the Timber and of the Deer; and the Keepers, to whom the Care of the Forest in these Particulars was intrusted, had an additional Allowance of a House and 30 Acres of Land to each of them, "for the better Encouragement and enabling of them to attend, and watch over the said Inclosures, within their respective Walks, and to preserve the young Springs of Wood and Trees therein growing and to grow, from Time to Time, from Spoil and Harm."

But these Limitations and Restrictions of the Use of the Herbage, instead of promoting the Objects for which they were designed, have for many Years past answered no other Purpose than to increase the Profits of the Keepers. Trespassers on the Forest, during the Fence Month and Winter Haining, being punishable by Fines, the Keepers have very ingeniously turned the Whole to their own Advantage; they have allowed the Inclosures to go to Ruin, by which the Extent of the Pasturage for Cattle is nearly doubled; they admit all Cattle into the Forest, without knowing or enquiring whether they belong to Commoners or not; and drive the Forest Four or Five Times during the forbidden Seasons, impounding the Cattle, and taking at each Driving the Fines before specified.

In Consequence of the general Relaxation in the Management of the Forest, which has prevailed during the greater Part of the present Century, other very destructive Effects have ensued: Many Encroachments have been made, which it may not be easy to re-claim; and though, when Sir Robert Atkins's History was written, there was not One Cottage in the Forest, there are now, by the Report of our Surveyors, no less than 589 Cottages, and 1,798 Patches or small Inclosures of Land, containing 1,385 Acres, encroached from the Forest; and from the Want of Presentment of those Offences at the Forest Courts, the regular Holding of which has been long discontinued (no Court of Attachment having been held for many Years, and the Court of Swaimote only Once in each Year, on the 25th of September, when it seems to be held merely for the Sake of Form) it may now perhaps be found very difficult to ascertain the Time when some of the Cottages were built, or the Inclosures made.

It is obvious that the different Fees, Perquisites, and Emoluments, which we have enumerated, are so many Premiums for the Encouragement of Waste in the Felling, Measurement, and Sale of the Timber, of Extravagance in the Expenditure of the Produce, and of Profusion in the Delivery of Timber to the Miners, while they tend to the Destruction of the Inclosures, and the Prevention of the Growth of Wood in Succession; and the Neglect of the Officers adds Force, on the Ground of Prescription,

to the Claims of those who work the Mines, or have made Encroachments; nor can it be Matter of Wonder if all these Circumstances have had their full Effect in the general Devallation of the Forest; which cannot be more emphatically described than in the Words of the late Maynard Colchester, Esquire, Verderor, Deputy Warden, and Hereditary Woodward of this Forest, who in his Answer to our Precept says,

" There have been, for a vast Number of Years, innumerable Encroachments made upon the Forest, which are still increasing; and that great Spoil, Waste, and Destruction have been committed of the Wood and Timber in the Forest, is manifest to every Person who has had the least Knowledge of it, as the greatest Part of the fine Timber this Forest has been so famous for has been cut down, and the large and extensive Tract of Land, formerly covered with the noblest of Timber, is now become a barren Waste and Heath. How this has been from Time to Time effected, I do not presume to assert, but the Fact of disafforesting is too melancholy a Truth to be denied. With regard to Abuses in the Forest, I think too many exist; but as the Timber and Deer are almost all destroyed, which were formerly the Ornament and Pleasure of the Forest, to set about remedying the Abuses when all the Injury is done, seems to me to be of little or no Consequence."

Appendix, N^o 26.

The great Want of Information, from Official Books, Papers, and Documents, during the present Century, has made it impossible to ascertain at what Time, or under what Administration, the present Abuses were first introduced; but it is not to be supposed that a System of Management so absurd and ruinous was the Contrivance of any Administration. Errors and Abuses have, without Observation, crept gradually into Practice; and all that can be justly imputed to Government is the having so long suffered them to prevail, without that Kind of Check or Enquiry which could lead to an effectual Remedy; neither must it be understood that such destructive Practices have been introduced by those who now hold, or have lately held, Offices in this Forest: Many of them we know to be of an older Date, and the late or present Officers have, perhaps, only continued to take those Advantages which were received by their Predecessors.

Under such Circumstances, where so many were doing the same Thing, and where Government interposed no Check, it was not to be expected that the Temptation would be resisted, or that the resident Officers of the Forest would point out the true Causes of the Devastation from which their Advantages arose. In almost every Forest belonging to the Crown, as well as in this, we have found Circumstances to shew the Necessity there was for such an Enquiry as that in which we have been employed; and have seen many strong Proofs that the Public has suffered by its having been so long delayed.

P A R T III^d.

HAVING given such Extracts of ancient Grants from the Crown, and such Instances of the Exercise of Ownership, as we have thought necessary to enable the Legislature to judge what Rights the Crown is possessed of in this Forest; having given Examples of the Waste and Destruction committed during the Grant to Sir John Wintour; and shewn, from the Care and Attention of Parliament to put a Stop to those Abuses, and re-purchase that Grant, of what great National Importance our Ancestors considered this Forest; having stated the salutary Provisions suggested by the Country, and adopted by Parliament, in the Act made for restoring it as a Nursery for Timber, the careful Execution of those Provisions for about Forty Years after passing that Act, and the beneficial Effects which resulted from them; having given the fullest Account in our Power of the Abuses since introduced; and, having explained the present Condition of this Forest, and pointed out the Defects in the System of Management; — it remains for us now to suggest such a Plan as we think should be adopted, to prevent similar Abuses in future, and to render this Forest of the greatest Value it is capable of to the State.

It appears from the Act 20th Charles II, that 11,000 Acres of the Forest are for ever set apart as a Nursery for Timber, freed and discharged from all Rights of Common, and other Rights whatever. Those 11,000 Acres should be at all Times kept inclosed; and as there is no Mixture of Property in this Portion of the Forest, it can be the Subject of no Division. The Quantity of 11,000 Acres, therefore, is to be deducted from the whole Quantity in the Forest, being 23,888 ^{Acres R. P.} 2 9, including Abbot's Wood before mentioned.

Acres. R. P.
12,888 2 9.

In the remaining Quantity of 12,888 Acres the Crown has different Interests; it has the Property of the Soil, and of all the Wood and Timber, in the Quantity of 10,816 Acres, with a Power to inclose any Part thereof for the Growth of Timber, on throwing open an equal Quantity of the 11,000 Acres first inclosed: In Abbot's Wood, containing 872 Acres, the Herbage and the Mines are reserved to the Crown; and in a detached Part of the Forest, called Hudnall's, containing 1,205 Acres, the Act of 20th Charles II, has reserved to the Inhabitants of the Parish of Saint Brisvel's "their lawful Rights and Privileges for the taking, cutting, and enjoying the Wood" growing thereon."

The Herbage only of the 12,888 Acres remaining uninclosed, and on which the neighbouring Parishes have Right of Common, can be considered as the Subject of any Division or Arrangement.

In this Quantity the Crown has, by the Act of Parliament before mentioned, a Right to keep at all Times 800 Deer.

The Parishes which are entitled to Common in the Forest have a Right to send their Commonable Cattle into this Part of it only from the 4th May to the 20th June, and again from the 20th July to 22d November (New Stile) being somewhat less than Six Months in the Year: The Fence Month and Winter Haining fill up the Remainder of the Year, during which no Animal except Deer ought to abide in the Forest.

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The Crown may grant Leaves, in the uninclosed Part of the Forest only, of Mines of Ore or Coal, for Terms not exceeding 31 Years; but no such Lease now exists, or has been granted during the present Century.

The Forest Officers have a Right to certain Fee Deer.

And these are the only clear and undisputed Rights in the Forest.

But besides these Rights, admitted and ascertained by the Act 20th Charles II. the Free Miners claim a Right not only to dig for Ore or Coal, with the Consent of the Gaveler, but to be supplied with Wood and Timber for their Works, in the Manner that has been explained.

And there are, in the different Parts of the Forest, no less than 589 Cottages, containing about 2,000 People, and 1,798 small Inclosures, amounting to 1,385 Acres, belonging to the Forest, but in the Possession of those Cottagers.

Lord Gage has made a Claim to the Bark of all Trees cut in the Bailiwicks of Staunton and Bicknor, as Woodward in Fee of those Bailiwicks; but that Claim being, in our humble Opinion, inconsistent with the Terms of the Act of the 20th Charles II. and with the Proposals on which that Act was founded, which were signed by Henry Hall, the Ancestor of Lord Gage himself; being likewise unsupported by long uninterrupted Possession, and the present Attorney and Solicitor General having given an Opinion against admitting it, as Sir Dudley Ryder and Lord Mansfield also did when they held those Offices, we shall not think it necessary to make farther Mention of that Claim.

A similar Claim is made by Maynard Colchester, and Edmund Probyn, Esquires, Two other of the Woodwards in Fee, to the Bark, and to Windfall Trees, in the Bailiwicks of Abenhall and Lea Bailly; but these Claims appear to us to be equally unfounded with that of Lord Gage, and their Ancestors also signed the Proposals on which the Act of 20th Charles II. was made, by which all Rights to Fees or Perquisites arising from Wood and Timber were abolished.

In order to bring about a final Arrangement and Settlement between the Crown and these different Parties, we would humbly propose, that an Act of Parliament should pass for appointing Commissioners to treat and agree with the Freeholders, and all others who have Rights of Common, or other Rights or Claims, on the before-mentioned Quantity of 12,888 Acres, for a Division of that Part of the Forest, upon just and equitable Conditions, in Proportion to the Value of their respective Rights, giving a fair Price for such as the Parties shall think proper to sell, or making Compensation to them by adequate Allotments in Land; and we will here humbly offer our Idea of the general Principles and Terms on which such Settlement should proceed.

In the first Place, the Commissioners should be empowered, in Conjunction with the Freeholders, to name fit Persons to estimate what Proportion of the 12,888 Acres should be allotted to the Crown in Severalty, in Consequence of the Right to keep there in all Seasons 800 Deer; and what Proportion should be allotted to the several Parishes, in Consequence of their Right to keep their Commonable Cattle on those 12,888 Acres, during the Part of the Year before mentioned.

The Deer should be disposed of or destroyed; from which no great Inconvenience can arise to the Crown, as this Forest has supplied only Four Bucks and Four Does Annually, for the last Seven Years, to the Orders of the Cofferer or

Appendix, No 45.

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Clerk

Clerk of the Venison Warrants; and as it is proposed to make a Recompence to the Forest Officers for the Loss of their Deer, no Injury will be done to them. It will also take away from the Deer-stealers, and other disorderly People, a great Temptation for breaking into the Inclosures; and prevent the Destruction of the young Timber, by the Browse of the Deer.

The Allotment to the Crown, in lieu of the Right to keep the 800 Deer, should be added to the 11,000 Acres, which are at present the sole Property of the Crown, so as to increase the Quantity to be set apart for ever as a Nursery for Timber.

The Part of the 12,888 Acres to be allotted for the Commoners, being thus freed from the Deer, the Commoners will then have the sole Right to the Herbage, and that Quantity will afterwards be open to their Cattle only for the whole Year; but the Crown will still have the Property of the Soil, and the Wood and Timber growing and to grow on the Quantity of 10,816 Acres, and the Right to inclose any Part of them for the Growth of Timber, on throwing open an equal Quantity of the First 11,000 Acres, with such Interests in the remaining Parts as we have already described; and as this Mixture of Rights may give Occasion to future Complaints and Disputes, it may perhaps be proper to empower the Commissioners to agree with the Commoners, subject to the Approbation of the Lords Commissioners of the Treasury, for a Separation of those Rights also, giving to the Crown an Equivalent in Land to be added to the Nursery of Timber, in Consideration of the parting with the Right to the Soil and Timber in the Lands to be allotted to the Commoners.

Powers should be given to the same Commissioners to enquire into the Claims of the Miners and Colliers, and to make a final Arrangement and Settlement with them; and we apprehend it will not be found to be very difficult: For supposing that they could succeed in establishing their Right to dig for Ore and Coal, and to be supplied with such Wood or Timber as may really be necessary for their Works, yet even on that Supposition it appears from the Collection of Laws of the Free Miners, or Constitutions of their Mine Law Court, as well as by the Information of the Gaveler, and late Deputy Gaveler, that the Crown is entitled to, and it is said did formerly take, so considerable a Share of the Ore or Coal dug up, as would pay well for any Quantity of Wood or Timber that they could possibly have Occasion for in carrying on their Works.

We will not presume to point out the Particulars of the Arrangement that should be made with the Miners and Colliers; but in our humble Opinion all the Fees paid to the Steward of the Swanimote Court, and Keepers, should be abolished, and such moderate Compositions only should be paid by the Colliers and Miners as the Commissioners shall think fit to establish, for the Purpose of preserving the Right of the Crown to the Mines; and the Colliers and Miners should not, afterwards, be allowed to have Wood or Timber from the Forest, but by fair Purchase; and although, from being obliged to pay for the Wood and Timber which they are at present supplied with gratuitously, it may become necessary for them to make some small Advance in the Price of Coal, yet this will prove no real Loss to the Colliers, nor will they be in any Danger of losing the Market in Consequence of it.

From the Accounts of the Quantity of Coal raised in the Forest, given by the Gaveler; from the Accounts of the Steward of the Swanimote Court, Deputy Surveyor, and others, of the Quantity of Timber and Wood delivered to the Colliers; and from the Information which we have received respecting the Price of Coal dug in the Forest, and of Coal brought into that Country from other Parts, we have all the Circumstances before us which are necessary to enable us to form an Opinion

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on this Subject. The Quantity of Coal raised in the Forest, according to the Weekly Average stated by the Gaveler, is about 94,432 Tons in the Year; the Average Price of the different Kinds is 3s. 3d. per Ton at the Pit: From the Price of imported Coal, which is 14s. per Ton at Newnham, in the Neighbourhood of the Forest, and from all the Information we have been able to procure, it appears certain that no Coal, imported from other Parts, can be supplied in that Neighbourhood at near so low a Rate as from the Forest. The Timber delivered to the Colliers has been from 1,000 to 1,500 Tons Annually, of which much has been misapplied by them; and the Value of the Kinds which they have been supplied with is about 25s. per Ton: Supposing, therefore, this whole Quantity to be really necessary for their Use, it would cost them only £.1,875; but as the Fees they now pay to the Steward and Keepers are proposed to be abolished, a Deduction must be made on that Account from the Value of the Timber to be purchased by the Colliers, which would probably reduce the Expence to less than £.1,500, and that Sum would be amply compensated by an Addition of not more than 4d. per Ton on the Quantity Annually sold from the Forest, which would raise £.1,573; so that the Colliers could suffer no Detriment by purchasing the Timber necessary for their Works, nor incur any Danger of losing the Market; and as the Country round the Forest would, even then, be furnished with Coal at a very cheap Rate, and free from any Tax, it cannot surely be thought reasonable that Government should furnish Timber to the Colliers from the Forest for nothing, solely to enable them to supply that Part of the Country with Coal on still lower Terms.

£.1,875

£.1,500.

£.1,573.

We directed the Surveyors employed by us in making a Map of the Forest to endeavour to form such a Plan of Inclosure as would include the Land on which there is most Wood and Timber, and in which the Soil is most fit for the Production of it, leaving out the great Fields of Coal on which the Works are at present carried on, and such great public Roads, or Roads for the Carriage of Coal, as in their Opinion must be continued; and also leaving out those Parts of the Waste which, being near the Extremities of the Forest, and least covered with Timber or Underwood, are most conveniently situated, and afford the best Pasture for the Cattle of the Commoners; and the Surveyors have reported to us, that there are about 18,000 Acres peculiarly fitted for the Production of Timber, which, according to the Plan they have formed, may be so inclosed as to correspond with the Objects which we recommended to their Attention.

It is not possible at present to ascertain the exact Quantity that may be kept inclosed, because that must depend on the Share to be allotted to the Crown on the proposed Division; but it deserves Notice, that when the Grant was made to Sir John Wintour, 18,000 Acres were disafforested; the Lea Bailly, containing about 1,100 Acres, was retained by the Crown; and the remaining Quantity, containing about 4,000 Acres, was left open to the Cattle of the neighbouring Parishes entitled to Common of Herbage; and that this Arrangement took Place with the Consent of the Freeholders, after mature and deliberate Treaty, and without any Violence or Injustice to the Rights or Property of Individuals; so that there is perhaps some Reason to expect that the Quantity of 18,000 Acres, stated by our Surveyors to be most fit for Timber, may be set apart for the Crown, upon a fair Division.

Appendix, N^o 6.

But whatever the Part allotted to the Crown, or acquired by Purchase, may be, we apprehend that the Object and Principle which we have suggested should be followed; and if it be found that any Coal Work or Pit, already made by the Authority of the Gaveler, falls within the Limits of any of those Inclosures, Powers should be given to the same Commissioners to make a reasonable Allowance to the Undertakers for depriving them of every such Pit or Work, and to allot another Place

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in the open Part of the Forest, instead of that which it may be necessary to comprehend within the Inclosures.

This Settlement would probably be of Advantage to all Parties.

The Public would obtain a valuable Addition to the Nursery of Timber for the Use of the Navy; and that Nursery would be protected from the pernicious Effects of the Browe of the Deer and Cattle, and the Pannage of Swine.

Those who have the Right of Common of Herbage would have a clear, full, unmixed, and undisputed Right to the Parts allotted to them for the whole Year, instead of a Right to a Share of the Pasture, in Commou with the Deer, for Six Months only; they would be freed from the Extortion of the Keepers; and, having their Property in less Compass, though of equal Value, it would be more easily guarded against the Intrusions of Strangers, who now send their Cattle there as freely as those who have the Right of Common in the Forest; and the Parts so allotted might be more easily subdivided and inclosed, if the Freeholders should afterwards desire it.

The Arrangement and Settlement with the Colliers and Miners would also be of great Benefit to the Public, and probably in the End of no Disadvantage to the Miners and Colliers themselves: At present they are supplied with Timber by Means of fraudulent and collusive Practices, in Conjunction with the resident Forest Officers; they are liable to Punishment on Detection, and at all Times to Demands for Fees or Gratuities; they probably make but a small Profit of the Wood and Timber improperly allotted to them, and keep but for a short Time the little they so acquire. Upon a regular Settlement with them, they would be altogether independent of the Forest Officers; they would buy such Wood and Timber only as their Works should really require; and as that would be chiefly what is dotard or decayed, and of Kinds unfit for Ship-building, they would be supplied with it on moderate Terms; and there being no other Place from which the neighbouring Country can be supplied with Coal at so cheap a Rate as from the Forest, the Demand for the Forest Coal would continue, and the Colliers would obtain from the Consumer a fair Price, to make up for the additional Expence occasioned by the Purchase of Wood and Timber for their Works.

The Benefit to the Public is obvious:—It would put an End to the greatest Source of Waste and Destruction of useful Timber, and of Temptation to Corruption in the Officers, that exists in the Forest; it would create a Demand for such Trees as are dotard or decayed, and of Kinds unfit for Ship-building, so as to derive from them some Revenue; and at the same Time thin the Woods, and gradually give Room to the best Trees to grow and become Timber.

Those who have built Cottages, and inclosed small Pieces of Land (which are distinguished in the Plan of the Forest by the Red Colour) are the next about whom it is necessary to form some Determination. Different Examples have been given in this Report of the Expulsion of similar Intruders from the Forest:—Once in the Time of the Protector Cromwell, when 400 Cottages were pulled down, and the Inclosures destroyed; again, after passing the Act 20th Charles II. when about Thirty, the Remains of a greater Number, were in the same Manner demolished, and the Forest cleared; and we have shewn, on the Authority of Sir Robert Atkins, whose Book was published in 1712, that when he wrote there were no Houses in the Forest, except the Six Lodges of the Keepers.

In general, those Cottagers are represented to us as living on the Spoil of the Forest; and the Conservator and all the Keepers declare, that the Encroachments

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have been made in Defiance of all the Opposition they could give, and have been supported and renewed, in Spite of all their Endeavours to destroy them. There are, indeed, so many Inducements to build there, and the Intrusions have of late increased so rapidly, that for the Preservation of the Forest some vigorous Measures must be speedily taken.

The Forest being Extra-parochial, the Inhabitants are free from all Kinds of Rates or Taxes; and they have the Advantage of unlimited Pasture for Horses, Cows, or Sheep, and of Acorns and Beech Mast for their Swine, besides the Access to the Wood and Timber; for all which they pay nothing, unless perhaps some Gratuities to the Keepers, to prevent them from disturbing their Possession.

The same Commissioners should have Powers and Instructions similar to those which were given to the Marquis of Worcester and others, after the passing of the Act of the 20th Charles II. to remove the Cottagers, and reclaim the Encroachments: But discretionary Powers should at the same Time be given to them, to shew Indulgence to any of those Intruders who have been born in the Forest, and had long uninterrupted Possession, and whose Cottages are not so situated as to interrupt the Plan of Inclosure; or to make some Allowance to such of them as have been long established, under the like Circumstances, within the Parts necessary to be inclosed.

We would humbly propose that Powers should also be given to the same Commissioners, to determine what Roads are necessary to be made and kept in Repair at the Expence of the Forest, and what Roads are to be considered as Public Roads, necessary for the Country, to be afterwards made and kept in Repair by Turnpikes or otherwise, but not at the sole Expence of the Forest. If any Timber shall be carried through the Gates on the public Roads, Toll must be paid for it; and Checks might be easily formed, by Means of such Turnpikes, which would prove a great Security against the stealing of Timber; and at the same Time put an End to a great and fruitful Source of unnecessary Expence, and shameful Imposition.

As the Execution of all that has been proposed will be attended with considerable Expence, the following is humbly suggested as the best Mode that occurs to us for providing an adequate Fund to defray it.

There are several detached Pieces of Land belonging to the Forest, containing about 440 Acres: The Commissioners should be empowered to sell all or any of those detached Parts, under such Restrictions as the Legislature may judge it proper to appoint, or to exchange or allot any of them, as an Equivalent for any of the Rights admitted and enjoyed in the Forest, by the Parishes having Right of Common, or by the Officers of Inheritance; and in case further Sums should be necessary for defraying the Expence that may be incurred in the Execution of what is proposed, the same Commissioners should be empowered to sell, or direct the Sale, of such dotard and decayed Trees, or Trees not fit or likely to become fit for Naval Use, as they shall think proper to be felled, in order to supply the Deficiency.

No Prejudice to the Public Interest will attend either of these Measures. The detached Pieces of Land last mentioned are of so small Extent, that the Inclosure and Protection of them would be very expensive if kept by the Crown; and the clearing the Forest of dotard and decayed Trees at the Time of inclosing, would not only be of Use in giving Room for the young Spring of Wood to grow, but would prevent for some Time the Damage to the Inclosures and young Wood, by frequent Cuttings.

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Here would end the Business of the Commissioners; and when the different Objects already mentioned shall have been accomplished, the Forest will then be in the best State for providing, under proper Management, a future Supply of Timber for the Navy, and for producing a considerable and increasing Revenue.

Our Surveyors have made an Estimate of the whole Expence which would attend the Plan of Inclosure proposed, and the Improvement and future Care of the Forest, as well as of the Advantages which would arise from it in the Course of an Hundred Years, supposing the Quantity of Land allotted to the Crown to be 18,000 Acres. To the Charges of Improvement and Management they have added a Rent of £. 4,500 a Year, which they consider as the Annual Value of the Land in its present State, with a View to Cultivation; and they have placed on the opposite Side the Returns of every Kind to be Annually expected from the Forest; and according to their Computation the Forest would, during the First Seventy Years, produce Annually the Quantity of 1,500 Loads, Girt Measure, or 2,150 Loads, Square Measure, for the Use of the Navy; and after Seventy Years, when many Trees to be planted in the proposed Inclosures will be grown fit for Naval Use, the Quantity to be furnished from this Forest will gradually increase, till the Period of an Hundred Years after the proposed Improvement, producing, during that Period, a Gross Annual Revenue of £. 26,300, or £. 20,665 Nett, over and above a Rent of £. 4,500 for the Land, and all Expenses of Improvement and Management; and after the Period of an Hundred Years, by their Computation, 14,400 Loads of Oak, Girt Measure, or 21,600 Loads, Square Measure, may be Annually cut for the Dock Yards; and this Quantity, under a Continuance of careful Management, may be for ever afterwards expected from this Forest, yielding, according to the present Prices of Timber, an Annual Gross Revenue of £. 57,600, or £. 52,052 Nett, after making the Annual Deductions for Rent and Expence of Management.

Appendix, N^o 42.

The Part of the Report of our Surveyors which explains this Plan, with a Statement of the Annual Expenses and Returns expected, are given in the Appendix to this Report; and we have received similar Computations from other Surveyors of Eminence, and there is no very material Difference in the Value which they put on the Produce of the Forest, in its improved State.

Though we might, perhaps, be too sanguine in our Expectations, if we should estimate at so high a Rate the Benefits to be derived from the Plan of Improvement which we have suggested, yet we are decidedly of Opinion, that under proper Management it would be productive of the most solid National Advantages, without injuring the Rights of any Individual.

If, however, the Freeholders, and others who are entitled to Common of Pasture, or have other Rights in the Forest, should not agree to a Settlement and Separation of those Rights on the Principles proposed, we would then recommend that the Provisions of the Act of 20th Charles II. should be carried into Effect as speedily as possible; that the full Quantity of 11,000 Acres should be forthwith inclosed, in the Parts of the Forest best adapted to the Growth of Timber; that the Principle of that Act should be strictly pursued, by keeping that Quantity of Land at all Times inclosed, and by making fresh Inclosures, in other Parts of the Forest, so soon as the Wood and Timber in any Part of the Land first inclosed should be out of Danger of Spoil by Cattle; that a Law should be enacted to make it highly penal to destroy the Fences of those Inclosures; that the existing Laws for preventing the stealing and destroying of Timber should be duly enforced; that the strictest Attention should be given to keep the Forest clear of Cattle of all Kinds during the Fence Month and Winter Haining, and of uncomestible Cattle at all other Seasons; that the Claims of the Miners and Colliers to Timber and Wood from the Forest should be enquired

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into, and brought to a speedy Determination; that no Timber or Wood should be allowed to them hereafter, but by fair Purchase, unless they prove that they have a legal Right to it; and that in Case they should succeed in establishing such Right, the most effectual Checks should then be instituted to prevent the Delivery of a greater Quantity, or of better Quality, than is absolutely necessary for the Use of their Works; and a Law should be made, that no Miner or Collier convicted of selling, or converting to other Uses, any Timber or Wood so delivered, should ever afterwards have any more Timber or Wood delivered to him from the Forest on any Account.

Effectual Means should also be used for protecting the Forest from the Depredations of the Cottagers, for refusing all Encroachments, and expelling all Intruders whatever from those Parts of the Forest which are to be inclosed; and if there be any of the Cottagers who, from Length of Possession, or other Circumstances, should be thought deserving of Consideration, some Allowance may be made to them, upon their Removal, or small Portions of Land allotted to them in other Parts of the Forest, remote from the Inclosures, on paying a small Annual Rent or Acknowledgment to the Crown. No Roads should in future be repaired at the Charge of the Forest, but such as are necessary for the Carriage of Timber; and every superfluous Expence should be prevented.

But whether the Proposal which we have suggested shall be adopted, or it shall be found necessary to enforce the Provisions of the Act of 20th Charles II. in either Case the greatest Difficulty will still remain; and all that is here recommended will avail little, unless a proper System shall be adopted for the future Preservation and Management of this Forest.

The first Step to be taken with that View, we apprehend should be, to have a complete Survey made of the Trees growing in each Inclosure in the Forest, distinguishing, in separate Columns, what Trees are fit for the Navy, and pointing out such of those as contain principal Pieces, or Knee Timber; and what Trees not yet fit for the Navy, are likely to become so. These should be all classed, numbered, and described, as to Situation in the Inclosure, and as to the Quantity of Timber they are supposed to contain: For each Inclosure there should be a Keeper, who should keep a Forest Book, in which a Duplicate of such Survey should be inserted; and as the Trees in some of the Inclosures may be so very numerous as to endanger Confusion from having the Whole in one Account, and one Series of Numbers, different Divisions should be made in each Inclosure, described by distinct Names and Boundaries; and for each Division there should be separate Accounts and Numerations. A Duplicate of this Book, with the original Survey, should be kept by the Officer or Officers who shall have the general Superintendence of the Forests; and an Account of the Totals of each Class should be transmitted Annually to the Treasury, and to the Commissioners of the Navy, that each of those Boards may at all Times know the Quantity of Timber in each Forest, fit or likely to become fit for the Navy.

A Purveyor of the Navy should assist in taking such Survey, which should be verified on Oath; and when a Fall for the Navy, or for Sale, is directed, the Purveyor and Keeper should both certify the Numbers of the particular Trees proposed to be cut in each Division; and after the Fall has been made, the Number of Trees felled should be checked with the Certificate of the Purveyor and Keeper, and entered in the Keeper's Forest Book; and the Certificates returned to the General Office, where they should remain. The Trees proposed to be cut should be viewed by Two Justices of the Peace, or Verderors of the Forest, as required by the Act of 20th Charles II.; and the Purveyor and Keepers should not only be sworn to the Truth of their Certificates,

but

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but the Justices or Verderors should also certify that they have viewed the Trees proposed to be taken down, so as to be a real Check on the Purveyor and Keeper.

The Duplicate of the Forest Book, kept in the General Office, ought certainly to belong to and remain in that Office, and not be considered as the Property of the Officers; and every Survey, or Document of any Kind, relative to the Forests, should there be entered and preserved; so that the succeeding Officer or Officers, who may be intrusted with this important Charge, may find in the Office the fullest Information of every preceding Circumstance, as well as of the actual State of every Forest.

In the Examinations of the different Officers, and the Remarks we have made upon them, the Salaries, Fees, Gratuities, Emoluments, and Advantages of every Kind, which we have discovered to be taken, are fully stated; and the destructive Effects which they have upon the Forest are pointed out. We have shewn that those Advantages increase, in Proportion to the Waste and Destruction committed; and that the Interest of the Officers in the Forest, and that of the Public, are directly opposite to each other. If strict Regularity should be introduced into the Expenditure in the Forest, and the Inclosures be carefully preserved; if Waste should be prevented in the felling of Timber for the Navy, or for Sale; and a Stop be put to the Advantages which the resident Officers derive from the Delivery of Timber to the Colliers, as well as from Timber stolen, and from the Trespasses on the Herbage, their Offices would be worth little. It is obvious that to attempt any Improvement of the Forest while this absurd System remains must be ineffectual; and it cannot be necessary to use any additional Arguments to shew that the first Step that ought to be taken is to put an End to the present, and to adopt a different Plan of Payment, of every efficient Officer connected with the Forests.

We will on this Subject adopt Two Sentences from a Report of the Commissioners of Public Accounts, which are as applicable to the Department under our immediate Consideration, as to any Establishment in this Country.

6th Report.

“ Having thus stated the Mischiefs attending the present Establishment, both to the Public and Individuals, and the Reasons for abolishing the multifarious Emoluments by which these Offices are now supported, it remains for us to propose such a Regulation as appears best calculated to avoid the like Mischiefs, and most beneficial to the Public Service.

“ We are of Opinion that in the Place of all these Salaries, Fees, and Gratuities, there should be substituted and annexed to each of these Offices, of whatever Rank or Denomination, one certain Salary, paid to the Officer by the Public, Quarterly, and free of all Deductions. This Salary should be an ample Compensation for the Service required, and the Quantum estimated by the various Qualifications and Circumstances necessary for the Execution, and which, together, form the Title to Reward.”

We have in this Report, as we proposed, confined our more minute Investigation to what relates to the Forest of Dean: Our chief Objects have been to give a distinct View of the Rights appertaining to the Crown in this Forest, and of the Claims made upon it by Individuals, as well as to explain the Abuses which prevail; in order that a Settlement and Separation of those Rights may take Place on just Principles, and that Measures may be speedily taken to put an End to those Abuses; and we propose, one by one, to report on the other Forests belonging to the Crown, and to endeavour to state the Condition of each, in the same Manner, to the Legislature.

We

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We have only so far entered into the general Subject of Enquiry, as to shew, that under the present System of Management, the Woods and Forests, Parks and Chaces, belonging to the Crown, instead of yielding any Revenue whatever to the State, have had the Value of all they have produced, from the Year 1761 to 1786, inclusive, expended on them, and no less than £. 144,882. 16 s. 7 d. more, taken from the Produce of the demised Estates; that no more has been Annually furnished from them to the Dock Yards than 2,000 Loads of Oak Timber, and yet that the Forests are in a State of Decay; that the Annual Demand for Oak Timber for the Navy is no less than 25,000 Loads; that no Dependence can with Safety be had on other Countries for any Part of that Quantity; that 23,000 Loads are Annually purchased from private Estates in this Country; and that as there is a rapid Decrease in the Stock of Oak Timber growing in this Kingdom, that Source of Supply becomes every Year more precarious and uncertain.

We have shewn also, that as long as the Landed Property of the Crown was thought deserving of the Attention of Ministers, and the Surveyors General of the Crown Lands, and of the Woods and Forests, were connected in the Superintendence and Management with other Officers of the Crown, the Provisions of the Act of 20th Charles II. were carried into regular Execution, and the Forests were well preserved; but as soon as that joint Care and Co-operation ceased, and the Woods and Forests came to be under the sole and uncontrouled Direction of a single Officer, a general Relaxation took Place, and those Abuses were gradually suffered to prevail, which have brought the Forests to their present wasted Condition.

We have suggested a Plan of Arrangement and Improvement, by which, in our humble Apprehension, the Forest of Dean may be made a very valuable Nursery of Timber for the Navy, and productive of a considerable Revenue; and we hope that we shall be able to propose Plans equally practicable and effectual for the Improvement and Management of the other Forests of the Crown. By these Means we trust that those great National Objects may be attained, of providing a full and constant Supply of Timber for the Royal Navy, without any Dependence whatever on other Countries, and without trusting much for great Timber to Supplies from private Property in this Kingdom; and of deriving, at the same Time, a very considerable Revenue from a Part of the Public Property which has for many Years been the Source only of Expence.

But these great Public Benefits can only be rendered permanent by an uniform Perseverance in one regular established System of Management, and by an unremitting Attention on the Part of those who shall be intrusted with the Care and Superintendence of this great National Concern.

To devise the Means of securing the Continuance of this necessary Attention and Care, and to guard against the Danger of future Relaxation and Neglect, are fit Subjects for the Exercise of the Wisdom of the Legislature. We have thought it our Duty, in this Report, only to bring the Subject under Observation; and rather to point out every Circumstance, from past Experience, that can assist in forming a Judgment upon it, than, without still farther Consideration, to suggest an Opinion of our own, on a Matter of so much Difficulty and Importance.

Land Revenue Office,
Scotland Yard,
3d June 1788.

CHAS MIDDLETON, (L. S.)
JNO CALL, (L. S.)
JOHN FORDYCE, (L. S.)

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ALPHABET

A P P E N D I X.

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N^o 1.

AN ACCOUNT of the several Woods, Forests, Parks, and Chaces, under the Survey of John Pitt, Esq^r, as Surveyor General of His Majesty's Woods and Forests; viz.

New Forest	—	—	—	—	} Hampshire.
Alice Holt and Woolmer Forest	—	—	—	—	
Bere Forest	—	—	—	—	
Windfor Forest, and Cranbourne Chace	—	—	—	—	} Berkshire.
Windsor Great Park	—	—	—	—	
Windsor Little Park	—	—	—	—	
Richmond Park	—	—	—	—	Surry.
St. James's Park	—	—	—	—	} Middlesex.
Hyde Park	—	—	—	—	
Rushy Park	—	—	—	—	
Hampton Court Park	—	—	—	—	
Dean Forest	—	—	—	—	Gloucestershire.
Greenwich Park	—	—	—	—	Kent.
Waltham, and Epping Forest	—	—	—	—	Essex.
Whittlewood Forest	—	—	—	—	} Northamptonshire.
Salcey Forest	—	—	—	—	
Rockingham Forest	—	—	—	—	
Whichwood Forest	—	—	—	—	Oxfordshire.
All the above-mentioned Forests and Parks are on the South Side of Trent.					
Sherwood Forest	—	—	—	—	Nottinghamshire.
On the North Side of Trent.					

The said Office of Surveyor General extends to all other the King's Forests, Chaces, Parks, Woods, and Wood Grounds, but His Majesty has no other Forests, Chaces, or Parks, where there is any Stock of Timber.

As to the Woods and Wood Grounds dispersedly situate in or upon the Crown Lands, granted out to Individuals, with a Reservation of the Timber that may be growing thereon, Captain Emerick, who was, at the Request of the said Surveyor General, some Years ago, appointed his Lieutenant Deputy, having been sent out of the Kingdom on His Majesty's Service, it has not been in his (the said Surveyor General's) Power to extend his Survey to them in the Manner he wished.

(Signed) J. PITT.

N^o 2.

Navy-Office, } An ACCOUNT of Particulars desired to be furnished for the Commissioners
15th May 1788. } of the Land Revenue, by their Letter of the 13th May 1788.

What Quantity of Oak Timber is Annually consumed } About 25,000 Loads in its rough State.
by the Navy, on an Average? — — }

How much of that Timber is imported from Foreign } None but Dantzick Plank—about 800
Parts? — — — } to 1,000 Loads.

How much of it purchased from Individuals in this } About 23,000 Loads.
Kingdom? — — — }

How much supplied from the King's Forests? — } About 2,000 Loads, or an Average of
Fifteen or Twenty Years past.

Of what Nature is the Timber imported—whether any } Sawed into Plank—or freight or crook-
great Timber or crooked Timber—and whether in } ed Timber imported.
the rough State or converted? — — }

(Signed) CHAS MIDDLETON.
J. HENSLOW.
ED. LE CRAS.
SAM^l WALLIS.

N^o 3.

Navy Office, 2d April 1788.

Gentlemen,

In Answer to your Letter of Yesterday, relative to the general Decline in the Quantity of great Timber, as well in the King's Forests as on private Estates, in this Kingdom, we acquaint you that the Reports we have received from our Purveyors, and the Accounts we have from the Timber Merchants, correspond with your Accounts.

We are, Gentlemen,

Your most obedient humble Servants,

CHAS MIDDLETON;
J. HENSLOW.
GEO. MARSH.

Comm^r Land Revenue.

N° 4.

PERAMBULATIO FORESTE DE DENE, in Com. Glouc. ex Rotulo de Anno 28^o Regis EDWARDI PRIMI.

EDWARDUS Dei grā Rex Angl Dñs Hiberiæ et Dux Aquit Omnia ad quos presentes Linie venerint soluti SCIATIS qd cū Communitas Regni nri nob concesserit qdamdecim annis bono suū nobiliū que habebant in feſto Scti Michi proximo futuro ex tunc taxando que quidm quinqualecima poſt hujusmodi Taxationem colligi debet levari et fideliter nobis ſolvi VOLUMUS et concedimus pro nob et heredibz nris qd qrambulacoē iſte coram dñco et ſideli nro WILLO laſe et Socijs ſuis ad hoc assignatis qd preceptū nri de Forestis nris in Com Glouc de cetero teneantur et obſerventur q metas et Bوندas contentas in iſſiſi qrambulacoibz quibz tenor de verbo ad verbum ſequitur in hunc modum: PERAMBULATIO Foreſte de Dene in Com Glouc ſcū die Duodecim poſt feſtum Aſcenſionis Dñi Anno Rñs Regis Edwardi vicellimo octavo qd viſum Willi luge Henr de Cobham Will de Mortuo Marj et Nich de Fernibad Juſti Dñi Regis ad qrambulacoē in Com Glouc facient assignat qd viſum eorūdm Juſti et qd viſum Johis de Boyland poſiti loco Hugoſi de Deſpencer Juſti Forū Dñi Regis circa Trentum et qd viſu Radf de Abbehele Ric de Dene Johis de Derburā Clit poſiti loco Cecilie de Muchegros qd Lris ſuas Willi Jore Will Bleyht Will Hathwy Will de Seaur Robt de Aure Johs Waryn Forēſt de feodo dñs forēſte et qd viſum Alexi de Bykenore Radf Hathwy Simonis de Fromelade et Rogeri de Aldewy Viridaroſ dñs forēſte Et qd Sacrum Nich de Bathonia Johis de Adon Ade Martell Odonis de Dumbilton Nich de la Grave Johis de Albinacio Will de Dene Will de Leche Ade Spilemon Johis de Ocle Ric de Biſley Will Wyther Johs de Cromhale Radf Baron Rogeri Warin Germanj de Toſeburg Ric de Bluede de Aure Simonis de Solora Walterj de Naſſe Walteri Awly Ph de Lude Rogej de Blideſſows Johs Aylwy et Petrj de Comēde Juratoz qui viſi Forēſt de Dene predicā DICUNT qd Mete et Bunde ejusſm Forēſte nūc utiſare incipiunt ad pontem qui vocatur Ledenebrug extra Villam Glouc et ſic ab illo ponte qd Regalem viam que ſe ducit in Glouc uſq ad villam de Newent et ſic procedendo qd mediam Valle de Newent uſq ad pontem qui vocatur Elbrogge et tunc ab illo ponte uſq ad quandā locum qui vocatur Gortlepeſford et tunc de Gortlepeſford ſequeſdo Metas et diviſas inter Com Glouc et Hereford uſq ad quandam locum ubi Sicheſ qui vocat Biſhoppesbrok qui cadit in Ripam de Weye et tunc deſcendendo qd eandem Ripam de Weye uſq ad quandam locum qui vocat Jurelynde Et ab illo loco deſcendendo qd quandā Scimitam que eſt diviſa inter Com Glouc et Hereford uſq ad pdeam Riveram qd mediu ejusdem Riveræ uſq ad quandam ſemitam que vocatur Alvinebathe Et deinde qd eandem ſemitam ex parte ſiniſtra uſq ad Campos Valle de Stanton includendo totam Villam predicā uſq Campis uſq ad quandū locū qui vocatur Stantonſgate Et tunc ab illo loco qd quandam viā ducentem de Villa de Stanton uſq ad quendam locum qui vocat le Brodeſtone et ſic ab illo loco deſcendendo ad quandam Sicheſum qui vocat Tharboke qui deſcendit in dñam Ripam de Weye et ſic deſcendendo qd mediu ejusdem Ripæ uſq ad quandam Sicheſū qui vocat Brockwreſbrok Et ſic aſcendendo de dñs Sicheſ uſq ad Chaciam Comi Mareſcalli de Seragou Et ſic procedendo qd eandem Chaciam uſq ad quendam locū qui vocat Le Srayte et ſic ab illo loco deſcendendo ad quandam Sicheſum qui vocat Smaſebroke Et de illo Sicheſo deſcendendo in quodm ductū qui vocat Cone. Deinde deſcendendo per eandem Ductum uſq ad Rivam de Sevarne. Et ſic aſcendendo qd eandem Rivam uſq ad pontem qui vocat Ledenebrugge extra Villā Glouc ubi Mete et Bunde incipiunt. DICUNT qd Dñs Joes Rex Avus Dñi Reg nūc aſſeſſavit infra pdeas metas et Bوندas oī Maneria Villas et Hamelētū ſubſcripta cū Boſcis et Planis eorūdm Manerioſ Villā et Hamelētū ad dampnū Dñi ſubſcriptū tenentū Maneria Villas et Hamelētū ſubſcriptū ſcū Villa de Huadſfeld cū Boſcis et Planis quā Abbas de Tintare ex Will Wyther tenent Maneria de Aleynton et Aylbitton cū Boſcis et Planis que Prior de Lanthony extra Glouc tenet—Manerium de Lydeney Hamelētū de Pyriton cum Boco et Plano que Comes Warwick et Johs ab Adam tenent. Hamelētū de Boxe cum Granis et Planis qd Gilbertus de Bohū tenet. Manerū de Roddele cum Boſcis et Planis qd Abbas Scti Petri Glouc tenet. Manerū de Weſtbro cum Membbris Boſcis et Planis qd Nich de Bathonia Roges de Bouthull et Walterus de Helyun tenent. Hamelētum de Blecheſſen cum Boſcis et Planis qd Rals de Abbehele et Elias de Blakeney tenent. Manerium de Huntley cum Boſcis et Planis qd Thomas de Huntley tenet. Manerium de Longhope cum Boſcis et Planis qd Gilbertus Talebot tenet. Manerium de Newent cum Membbris Boſcis et Planis quod Abbas de Cornayles tenet. Manerium de Toynton cum Boſcis et Planis quod Cecilie de Muchegros tenet. Manerium de Tyberton cum Boſcis et Planis quod Will Le Longe tenet. Maneria de Hyvhome et Chirhome cum Membbris Boſcis et Planis que Abbas Scti Petri Glouc tenet. Hamelētū de Bulley qd Philbus de Lude et qd picipes ſui tenent ad dampnū Dñi pdeorū. UNDE DICUNT qd antique et recte Bunde pdeæ foreſte que ſuntur primo anno Coronaciōis Dñi Henr Regi proavi Dñi Regis nūc incipiunt apud Hoſepwelle Et de Hoſepwelle ſequeſdo metas et diviſas inter Com Glouc et Hereford uſq ad locū qui vocat Burleyns grove Et ſic a dño loco deſcendendo qd nra Boſci Epī Hereford de Ros uſq ad pontem qui vocat Aſſewell Et ſic ab illo Fonte deſcendendo qd Sicheſum qui vocat Biſhoppesbrok uſq in Ripam de Weye Et

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fic descendendo q^{uo} mediū ejusdem Riperie usq^{ue} ad locū qui vocat^{ur} Jurelynde Et de Jurelynde descendendo q^{uo} quandū semitam que est divisa inter Con^{tes} Glouc^{estrie} et Hereford usq^{ue} ad p^{ri}ncipiam Rivieram de Weye Et sic descendendo q^{uo} mediū ejusdem Rivere usq^{ue} ad quandam Semitam que vocat^{ur} Almonsbu^{che}, Et deinde q^{uo} eandem Semitam usq^{ue} ad Campos Ville de Stanton includendo totam villam cum Campis usq^{ue} ad locū qui vocat^{ur} Statonessgate Et sic ab illo loco q^{uo} quandam viam que dicit^{ur} de villa de Stanton usq^{ue} ad locum qui vocat^{ur} le Brodeslone Et deinde usq^{ue} ad Siche^{rum} qui vocat^{ur} Trebrook qui descendit in Rivieram de Weye Et sic descendendo q^{uo} mediū ejusdem Rivere usq^{ue} ad quandū Siche^{rum} qui vocat^{ur} Broc-Werebrok Et deinde ascendendo q^{uo} eundē Siche^{rum} n^{on} usq^{ue} ad Siche^{rum} qui vocat^{ur} Merbrok Et de illo Siche^{ro} q^{uo} ora Bosci de Herthulle dimittendo Alēn Bosci a dextra parte et Forellam in sinistra usq^{ue} ad Siche^{rum} qui vocat^{ur} Aylemorebrook Et sic descendendo q^{uo} dēn Siche^{rum} usq^{ue} ad ductū de Coor Et sic q^{uo} dēn Duffam usq^{ue} ad Bosci de Aylvinton dimittendo Bosci in dextra parte q^{uo} ora dēi Bosci usq^{ue} ad Siche^{rum} qui vocat^{ur} Wodwardbroke Et ab illo Siche^{ro} dimittendo Bosci de Aylbriston in dextra parte et forellam in sinistra usq^{ue} ad quandū viam que vocat^{ur} Marleweye dimittendo Bosci Con^{tes} Warw^{ick} in manū dextra et forellam in sinistra et sic extraversio illius vie usq^{ue} ad Siche^{rum} qui vocat^{ur} Merbrok descendendo q^{uo} dēn Siche^{rum} in ductū qui vocat^{ur} Neuwerne Et sic q^{uo} eundē ductum descendendo ad Angulam Bosci D^{omi}nⁱ Regis qui vocat^{ur} Le Snel Et sic ab illo angulo usq^{ue} ad quandam locū qui vocat^{ur} Lippemere Et ab illo loco usq^{ue} ad ad quandū Siche^{rum} qui vocat^{ur} Lonselbroke Et qui descendit juxta villam de Pyriton in Ripiam de Sevarne Et sic ascendendo q^{uo} mediū ejusdem Rivere usq^{ue} ad quandū Pūcariam quam Jobū de La Boze tenet Et sic ascendendo a dēa pūcaria usq^{ue} ad quoddam pratu^m quod vocat^{ur} Foulmude. Et sic ab illo pratu^m usq^{ue} ad altam viam ducentem de Aure versūs Blythelowe Et sic sequendo illam viam usq^{ue} ad quandam ductum qui vocat^{ur} Erleyford et de Erleyford ascendendo usq^{ue} ad Siche^{rum} qui vocat^{ur} Southeynspall Et sic q^{uo} eundem Siche^{rum} ascendendo usq^{ue} ad quandū locū qui vocat^{ur} Sipweye Et ab illo loco descendendo usq^{ue} ad quandū locū qui vocat^{ur} Rugweye Et sic ab illo loco usq^{ue} ad quandū Siche^{rum} subter villam de Newham qui descendit in Ripieram de Sevarne Et sic ascendendo q^{uo} mediū ejusdem Riperie usq^{ue} ad superiorem partem Paltū que vocat^{ur} Crolyngam Et sic ad dēa paltura usq^{ue} ad quoddam fossatū extendentem ad Granam que vocat^{ur} Piparegroll. Et deinde procedendo q^{uo} dēn fossatū usq^{ue} ad Molendynū de Dunye Et de dēo molendino usq^{ue} ad locū qui vocat^{ur} Bolefoghe Et sic ab illo loco usq^{ue} ad moxam de Dunye deinde ab illo Monte usq^{ue} ad pontem qui vocat^{ur} Wocleiburg Et sic ab illo ponte dimittendo landam de Walemor in sinistra manu usq^{ue} ad quandam Cruce^m que vocat^{ur} Le Whitecrous Et sic ab illa cruce usq^{ue} ad quandam viam ducentem subter parcu^m de Leve Et sic a dēa via usq^{ue} ad Granam Radī de Abbe^{le} que vocat^{ur} Birchene^grol Et sic ab illa Grana usq^{ue} ad quandam Siche^{rum} qui vocat^{ur} Rasmammeslych Et sic a dēo Siche^{ro} usq^{ue} ad molendinū quod vocat^{ur} Seynaremsulle Et sic a dēo molendino usq^{ue} ad quandū terramque vocat^{ur} Brunestone Et sic a dēa terrā usq^{ue} ad fraxinū ex opposito Domūs Ricciabbe Et sic a dēo fraxino usq^{ue} ad locū qui vocat^{ur} Zonge Et ab illo usq^{ue} ad pontem qui vocat^{ur} le Highbroge. Et sic ab illo ponte procedendo q^{uo} Elmesontmerch Et q^{uo} Cadele^{sp}ull usq^{ue} ad locū qui vocat^{ur} le Forde Et sic ab illo loco procedendo q^{uo} Mapletreneshull usq^{ue} ad locū qui vocat^{ur} Haffeshull Et sic ab illo loco usq^{ue} ad quandam locū qui vocat^{ur} Ganele^{sp}gate Et de Ganele^{sp}gate ascendendo usq^{ue} ad ductū de Garne Et sic ascendendo q^{uo} eundem ductum usq^{ue} ad Siche^{rum} qui vocat^{ur} Timbruggelich Et sic ascendendo q^{uo} dēn Siche^{rum} inter Bosci Abbis de Flaxley Et Bosci Gilber^{ti} Talebot usq^{ue} ad quandam locū qui vocat^{ur} Heppercherde et de Heppercherde usq^{ue} ad quandam semitam que vocat^{ur} le Yuffy Et sic ab illa semita usq^{ue} ad terrā que vocat^{ur} Palmerfrudeinge et sic ab illa terra descendendo usq^{ue} ad quandam ductū ducentem de magna Dene usq^{ue} Hope Et sic transiendo ultra dēn ductū ex opposito riu^{is}idam Hayce que vocat^{ur} Bertehegge sequendo q^{uo} dēn Hacyam usq^{ue} ad fontem qui vocat^{ur} Haver Well Et sic descendendo in Siche^{ro} dēi fontis usq^{ue} ad Siche^{rum} qui vocat^{ur} Hepewellbrok Et sic ascendendo q^{uo} eundē Siche^{rum} usq^{ue} ad fontem qui vocat^{ur} Hopewell ubi recte Bunde et mete p^{ri}nce incipiunt ET DICUNT quod quicquid est a sinistris infra dēas Bundas est Foresta Et quicquid est a Dextra extra dēas Rectas Bundas et Antiquas debet deforestari scđm tenor^{is} Carte D^{omi}nⁱ Hen^{rici} Regis Anglⁱ p^{ri}s D^{omi}nⁱ Regis nunc. In cujus Rei Testimoniu^m p^{re}ci Juratj hui^{us} exambolacōis Sigilla sua apposuerunt Et Juratj quatuor qualiv^{er} sciunt qđ D^{omi}n^{us} J. Rex Avus D^{omi}nⁱ Regis nunc afforestavit oīa p^{re}ca Tenementa Dicunt qđ ex rebus Antecessor^{is} suor^{um} et q^{uo} Confute dēn patre.

This is a true Copy of the Record in the Tower of London, having been examined.

ROBERT LEMON, Chief Clerk.

N° 5.

A NOTE of the Proceedings at the Justice Seat held for the Forest of Deane at Gloucester Castle, the 10th of July 1634. before the Right Honorable Henry Earle of Holland, Lord Chief Justice in Eyre, assisted by Mr. Justice Jones, Mr. Baron Trevor, and Sir John Bridgeman, Chief Justice of Chester, as it was delivered to the King by

S^r JOHN FINCH.

ON Saturday the Twelfth Day of July 1634. in the Presence of the Grand Jury, being XV. the Twelve Regarders, all the Officers of the Forest, and the Foremen and Reeve of the several Townships within the Forest: The Matter concerning the Perambulation of the Forest was solemnly debated.

The King's Council produced Two ancient Perambulations, one in the 12th of Hen. the III^d. and the other in the 10th of Edward the Ist. both agreeing that the Bounds of the Forest began at Gloucester Bridge, and so went to Monmouth Bridge, and Chepstow Bridge, and came round again by the Severne to Gloucester, taking in all those Seventeen Towns.

The Council for the Towns produced a Perambulation in 26th Edw^d Ist. and another in 28th Edw^d Ist. both agreeing that the Seventeen Towns were not anciently Forest, but were afforested by King John, and so by the Statute of Charta de Foresta ought to be disafforested; and produced also Letters Patent in 29th Edw^d Ist. whereby that Perambulation of 28th Edw^d Ist. was confirmed; and lastly, insisted upon an Act of Parliament in 10th Edw^d III^d. whereby the Perambulation made in the Time of Edw^d the Ist. were confirmed: And they urged also the long and constant Usage ever since, agreeing with the Perambulation of 28th Edw^d Ist. concluding that by the Law the Meets and Boundes ought not to be questioned contrary to that Perambulation, confirmed by Letters Patent, and an Act of Parliament.

The King's Council replied that the Perambulation of 28th Edw^d Ist. and so consequently that of the 26th Edw^d Ist. were false and erroneous Perambulations, prejudicial to the King, and contrary to the Charter of the Forest; and whereas by that Charter of the Forest no Disafforestation should be of any Lands that were afforested before Henry the Second's Time, nor any of the King's Demesne Lands, though afforested after the Beginning of the Reign of Henry the Second.

Yet this Perambulation did disafforest those Seventeen Towns aforesaid by King John; whereas the Truth was, they were Forests long before, and divers of them were of the King's own Demesne Lands, and for that Cause the Proclamation of the 28th Edw^d Ist. was afterwards revoked, as a void and erroneous Perambulation; and to prove it, produced an old Record in the Tower which had no Date, but by the Body of the Record it appeared to be after the 28th Edw^d Ist. reciting it as a void and revoked Thing.

For the long Usage it was answered that *res iver in Eyre* had been there since 10th Edw^d Ist. and no Man could say what was the Usage: But divers of those Towns had since claimed Common in the Forest, which shewed they took themselves to the Forest, and not to the Purlieu; because, by Ordinances Foresta, 33d Edw. Ist. no Perleu Man can have Common within the Forest.

For the Confirmation in the 29th Edw^d Ist. it was answered, That the Perambulation being void and erroneous, the Letters Patent confirming it were also void, the King doing it upon false Informations, and for the Act of Parliament in the 10th Edw^d III^d. that did not confirm the Perambulation of 28th Edw^d Ist. by Name; but the Perambulations throughout England, of all the Forests made in the Time of Edward the First, generally.

And therefore that of 28th Edw^d Ist. being a void Perambulation, the Act of Parliament wrought not upon that, but had his Operation upon the Perambulation of 26th Edw^d Ist. which was within the Words of that Act, as well as the 28th Edw^d Ist. and was within the Meaning, being a true Perambulation, and demanded Judgment of the Court, whether this Question of the Boundes were not, for all the Reasons aforesaid, agreeable to Law.

To which the said Judges Assistant answered, That it was legal, and not contrary to the Act of Parliament in 10th Edw^d Ist. and left it to the Country to consider of the Record of the Tower produced by the King's Council, as an Evidence in overthrow the Perambulations of 26th and 28th Edw^d Ist. and if those Perambulations were void, it must follow that the Perambulations of 12th Henry III^d. and 10th Edw^d Ist. were true ones.

The Grand Jury and the rest went together; and the Afternoon of that Day being called, but not agreed, they desired further Time of the Court, as a Master of great Waights, which was granted.

On Monday the Grand Jury and the rest brought in their Verdict touching the Perambulation, which was to this Effect:

Wee agree that the Meets and Boundes of the Forest of Deane ought to be according to the Perambulation made in the 12th Henry III^d. and 10th Edw^d Ist. but because we find the Perambulation of 28th Edw^d Ist. to be granted by Patent of 29th Edw^d Ist. and because of the Act of Parliament in 10th Edw^d III^d. and a Possession of Three hundred and odd Years, concurring therewithal: Wee therefore refer it to the Judgement of this Honorable Court, whether the Perambulation of 28th Edw^d Ist. ought to stand in Force.

Wherupon

Jury 12.
Regarders 12.

12th Henry III.
10th Edw^d I.

26th Edw^d I.
28th Edw^d I.
29th Edw^d I.
28th Edw^d I.
10th Edw^d III.

28th Edw^d I.

28th Edw^d I.
28th Edw^d I.

Henry II.

Record in Tower
produced without
Date.

10th Edw^d I.

33d Edw^d I.
29th Edw^d I.

10th Edw^d III.
28th Edw^d I.

28th Edw^d I.
26th Edw^d I.

10th Edw^d I.
26th & 28th Edw^d I.

12th Henry III.
10th Edw^d I.

12th Henry III.
10th Edw^d I.
28th Edw^d I.
29th Edw^d I.
10th E^d III.
Quere
10th Edw^d I. in
Force.

Whereupon the King's Council moved the Judges to deliver their Opinion for the Matter in Law, which they all agreed on as before, and then the King's Council moved the Jury, since when their Verdict in Law was satisfied by the Judges, that they would agree to leave out the latter Part of their Verdict, and let the First Part only stand for their Verdict, viz^t.

We agree that the Meetes and Boundes of the Forest of Deane ought to be according to the Perambulation made 12th of Henry III^d. and 10th Edw^d 1^d.; to which the Grand Jury, the Twelve Regarders, the Officers of the Forest, and the Fairmen and Recve, subscribed their Names thereto.

By this the King hath much enlarged the Forest of Deane, and all within the XVII Townes aforesaid were fearfull they should have been questioned for many Things done contrary to the Forest Law; but the King's Council, in Regard of their being but new brought in, and long Usage, thought it not fit to proceed with any of them at that Justice Seat.

Copied from a Paper received from Mr. John Matthews, Serward of the Swanmore and Attachment Courts of the Forest of Dean, February 5, 1788.

12th Henry III.
10th Edw^d 1^d.

N^o 6.

EXTRACTS from an Indenture under the Great Seal of England, dated 20th February, 15 Charles I. BETWEEN the King on the one Part, and Sir John Wintour, Knight, on the other Part.

WHEREAS, by a Survey of the Forest of Deane, taken by Sir William Masters, Knight, Sir Robert Cooke, Knight, Sir Walter Pye, Knight, Nathaniel Steevens, Esquier, James Kirle, Esquire, Adrian May, Esquier, and Henry Steevens, Gentleman, Commissioners for that Service, by virtue of his Majestie's Commission to them and others directed, bearing Date the Eight-and-Twentieth Day of November, in the Fourteenth Year of his Majestie's Reign, that now is, which Commission and Survey do now remaine of Record in his Majestie's Court of Exchequer: It did appear unto his Majestie, that all the Wood, Underwood, and Trees of that Forest (excepting the Lea Bayley) did contain but One hundred Fifty-three thousand Two hundred and Nine Cords of Wood, or thereabouts, and Sixty-one thousand Nine hundred Twenty and eight Tons of Timber, or thereabouts, of which Quantity of Timber there was but Fourteen thousand Three hundred and Fifty Loads of Ship Timber: AND WHEREAS his Majestie's Iron Workes within the said Forest, being then in Grans for Eighteen Years then to come, or thereabouts, to Sir Bayacham Throgmorton and Sir Sackville Crow, Barons, John Taylor, and John Gunning, of Bristol, Merchant, who by the same Grant were to take every Year during the said Term of the Woods of the said Forest the Quantity of Twelve thousand Cords of Wood, besides the Roots and Spray, all which Proportion it was conceived that his Majestie's said Wood would not hold out above Eleven Years, or thereabouts, so as by that Time the Yearly Rent which his Majestie then received for the same would fail; and considering that upon the same Survey so taken as aforesaid, it had been certified unto his Majestie, that the Trees of the said Forest were generally decaying, his Majestie upon mature Deliberation did at Length resolve to improve the same Forest for his own Benefit, and for the common Good: WHEREUPON a Commission under his Majestie's Great Seal of England, bearing Date the Sixteenth Day of May last, was directed to Sir Charles Harbord, Knight, his Majestie's Surveyor General, John George, Esquire, William Morgan, Esquire, John Smith, Esquire, William Singleton, One of the Aldermen of the City of Gloucester, and others in the same Commission named, to be executed by them or any Three or more of them, and returnable in his Majestie's Court of Exchequer at a certain Day or Time now past; and certain Articles and Instructions, by Direction of the same Commission, were given them in Charge under the Hands of the said Lord High Treasurer of England, and Chancellor of his Majestie's Exchequer, for and touching an Improvement or Inclosure to be made for his Majestie out of the Waite of the said Forest, by virtue of which Commission, and according to which Instructions, the said Sir Charles Harbord, &c. did repair unto the said Forest on the Eleventh Day of June last past, and having given sufficient Notice and Warning to all and singular the Lords and Owners of Manors, Freeholders, and Commoners within the said Forest, then and there to be and appear before them the said Sir Charles Harbord, &c. and divers of the said Lords, Freeholders, and Commoners, appearing accordingly, they the said Sir Charles Harbord, &c. did there publish and declare unto them the said Commission and Instructions, and afterwards did personally view and survey, as well the Inclosures as the Waives of the said Forest, and took into their Consideration the Nature and Quantity of the same, and which and how much of the several Parishes, Messuages, Lands, and Tenements, lying within or near the said Forest, then had, or ought then to have, Right of Common within the said Waite, and which and how many of them had not any such Right, either by Reason of Unity of Possession (the same, together with the said Forest and Waives, having been at one and the same Time in the Hands of the Crown) or by Reason that the same appears to have been affixed and inclosed out of the said Waits, as well by Manner of Record, as by

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Testimony of Witnesses, or such as before that Time had been within the said Forest, and de-aforested by Preamble made in the Time of the late King Edward the First, or consisting of new-erected Houses and Cottages set up on Part of the said Waste, whereunto no Common could of Right belong, or their being in the Hands of his Majesty, his Fee Farmers or Lessees, without any Grant, or Right of Common, within any of the said Wastes, or such as for other good Causes had not any Right of Common there at all: And after several Days spent in the View and Considerations aforesaid, and Perusal of several Maps and Admeasurement made of the said Wastes by expert Surveyors, specially assigned therunto, and by the said Surveyors tendered unto the said Sir Charles Harbord, &c. upon their corporal Oaths, taken before the said Sir Charles Harbord, &c. by virtue of his Majesties said Commission and Instructions directed as aforesaid, in the Presence of the said Commoners, thereby to enable them the said Sir Charles Harbord, &c. to proceed justly and indifferently, according to their best Judgments and Discretions, in the setting out of the said Appovment as by the same Commission and Instructions they were commoed; they the said Sir Charles Harbord, &c. did enter into a Treaty with the said Commoners appearing before them, being the most able and substantial Frecholders and Commoners then inhabiting within the several Parishes, Hamlets, and Villages, of the said Forest; and upon much Debate had with them the said Commoners, they the said Sir Charles Harbord, &c. did proceed to make a Composition and Agreement with them in Writing, for and touching the Appovment of the Waste of the said Forest, to be made for his Majesty's Use and Benefit by virtue of his Majesties said Commission and Instructions; (that is to say) that Four thousand Acres of the said Waste should be left open and in Common unto the said Commoners, whereof One Fourth Part should be subdivided and applied to the Use of the Poor of the said several Parishes respectively; and that his Majesty would be graciously pleased that the same Four thousand Acres, together with the said several Manors, Messuages, Lands and Tenements of the said Commoners, affecting as aforesaid, should be absolutely deaforested: And, that the said Four thousand Acres should by expert Surveyors, upon their Oaths, and by the View and Approbation of them the said Sir Charles Harbord, &c. and of divers of the said Commoners, be set out and distinguished by certain Meets and Bounds from the Residue of the said Wastes; and that the Residue of the same Wastes, consisting of much mountainous and hilly Ground, hard to be measured, but certified upon Oath of the Surveyors to contain Sixteen or Seventeen thousand Acres, or thereabouts, should be forthwith inclosed and made Several for his Majesties Use; and that fit and convenient Highways should be left in and through the same; and that the Lea Bayly, being a Part of the said Forest, containing the most and best Ship Timber there within the Wood-Wardship of Cesar Robert, Esquire, and being excepted out of the said Commission and Instructions, should be left open and in Common under the Charge of the said Wood-Ward, until his Majesty should be pleased to inclose the same: Which said Composition and Agreement, so made in Writing as aforesaid, was subscribed out only by the said Sir Charles Harbord, &c. but also by the said Commoners then present (few or none of them dissenting). After which Agreement so made and subscribed by the said Commoners then present, and divers others of the Frecholders and Commoners of the said Forest then not present, who did afterwards consent and subscribe therunto, the said Sir Charles Harbord, &c. in further Pursuance of the said Commission and Instructions to them and others directed and given as aforesaid, and in Obedience to his Majesty's most gracious Letters under his Signe Manuall to them directed, bearing Date the Fifth Day of August last past, whereby his Majesty did signify his Royal Approbation of the said Appovment and Agreement, and commoed them to proceed effectually therein, did at several other Days and Times appointed for that Purpose, personally again view the said Wastes, and the said several Parishes, Manors, and Lands thereunto adjoining, in the Company of many of the said Commoners, there having been sufficient public Notice and Warning thereof given unto them all: And thereupon, with the Advice and Assistance of the said Commoners, and divers others present, the said Sir Charles Harbord, &c. did proceed to apportion and set out the said Four thousand Acres, in fit and convenient Places, to remain in Common according to the said Agreement: And having so set out the same, they the said Sir Charles Harbord, &c. did cause the same to be particularly surveyed, measured, bounded, and distinguished, by expert Surveyors, thereunto sworn, and authorized by them the said Sir Charles Harbord, &c. And after the same was so surveyed, measured, abounded, and bounded, the said Sir Charles Harbord, &c. did again, at certain other Days and Times, personally view and observe the same, assisted with divers of the said Commoners, upon public Notice thereof again to them given as aforesaid; and thereupon they, the said Sir Charles Harbord, &c. did cause such Alterations to be made therein as they conceived to be meet and agreeable to the Desire of divers of the said Commoners, and best for their Use and Commodity: And then they the said Sir Charles Harbord, &c. did give Order and Direction for the Inclosure of the said Residue with sufficient Mounds and Fences, for his Majesties own Use and Service, leaving fit and convenient Highways in and through the same, for the Use and Service of his Majesty and the Country: And the said Sir Charles Harbord, &c. did then take a perfect Note or Entry in Writing from the said Commoners, so consenting and subscribing as aforesaid, of their several Messuages, Lands, and Grounds within the said Forest, to the End the same might be deaforested according to the said Agreement: All which the said Sir Charles Harbord, &c. have certified in Writing into his Majesties Court of Exchequer, together with the Boundaries of the said Four thousand Acres set out as followeth: (that is to say) On the Part of the said Forest, next the Parishes of Lidney and Aure, Five hundred and Fifty Acres, extending from a Mark made in the Ground near the Middle of the Wall of a certain Parcel of Pasture Ground of one Mistress James, called Sulla Field, towards Lyday on the South-West Part, in a Strait Line in a Mark in the Ground in Harbrook Hill; Northways from thence is a Strait

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Line,

Line, to a Mark made in the Ground in a little Valley in or near the Middle of Blakeney's Eaves; North-eastward from thence in a right Line Northward, unto the Corner of the Hedge or Mound of a certain Parcel of Wood Ground called the Coppice, and abutting upon the same Northward unto another Parcel of Wood Ground called the Collett, and so extending along the said Ground Northward unto the Several of Aare, and on all other Parts thereof abutting upon the Several Ground and Purlieu of Lidney and Aare aforesaid: On the Part next the Parish of Ruardean, Three hundred and Fifty Acres, extending in a right Line from a Mark made in the Ground near the Hedge of a Close called the Moyses, near Buttocks End, Northward, unto another Mark made in the Ground in the Bottom near Drybrooke; South-Eastward from thence in a right Line to a Mark made in the Ground on the Hill called the Pludd, near the Hedge of a Ground of one Thomas Smarr, in the Parish of Ruardean; Southwardward from thence in a right Line to a Mark made in a Hill called Hawdellower Hill, North-westward, and from thence to the upper End of Lidbrooke Middle Forge Pond, Westward, and so extending along the said Pond to the Head thereof, and thence to certain Marks made in the Ground near the Middle of Mmorewood, and so to the upper Way leading toward Lidbrooke, Northward, and on all other Parts abutting upon the several Grounds of Ruardean and the Moyses aforesaid: On the Parts next the Parish of St. Briavell's, Five hundred Acres, extending in a right Line from the Corner of a Wall of a Coppice called Vidall Grove, in the Parish of St. Briavell's aforesaid, to a Mark made in the Ground in the Combe near Sir Charles Cechmaier's House called Bigweare, in the Parish aforesaid; North-westward from thence in a straight Line to a Mark made in the Ground near the Corner of a Close called Honeyfield near Brockweare in the Parish of St. Briavell's aforesaid, Southward from thence abutting upon the Inclosures of Brockweare to Meerbrooke, South-eastward, and so along the said Brooke between Hudnell and Harthill, North-eastward, near unto the Inclosures of St. Briavell's, and abutting on all other Parts upon the said Harthill, and the several Grounds of Saint Briavell's aforesaid: On the Parts next the Parishes of Littledeane, Flaxley, Abenhall, Mitchell Deane, and the Lea, Eight hundred Seventy-six Acres, whereof Eight hundred Acres in Mitchell Deane's Meene, Little Deane's Meene, and Edgell, extending from the Corner of a Ground called Master Braine's Meene, in the Parish of Little Deane, next Ayewood, Southward, in a straight Line up to a Beech marked in the Hedge of the said Wood, called Ayewood, Northward from thence in a right Line along or near the said Woodside to a Mark made in the Ground near to a Close of one Callowe, called the Moyses, North-eastward, and abutting upon all those Severalls called the Moyses, between the Two Meenes, unto the Middle of the Hedge of them near Mitchell Deane's Meene; from thence extending Northward to other Pasture Grounds called the Moyses, and so abutting Southward upon the said Grounds to Buttocks End, from thence along the Brooke called Drybrooke, to Mansell Hope Purlieus, Westward, and so shutting upon the said Purlieu, and Blackwell's Meadows, Northward, to the Corner of them; from thence extending in a right Line to the Corner of Lea Bayly, and Lynewood, Northward, and to the Inclosures of Mitchell Deane, Eastward, and so abutting upon the several Grounds of Mitchell Deane, and Abenhall, Northward, to a Way leading towards Abenhall; from thence extending in a right Line to an Oak marked in Edgell, Southward; from thence along between the said Edgell and Little Deane's Meenes to the Corner of a Close of Master Braine, in the Parish of Little Deane, Eastward, and so abutting upon the Inclosures of Little Deane and the said Ground called Master Braine's Meene to the Corner thereof aforesaid: Also in Abbott Wood, Seventy and Six Acres, extending from the Pondhead at Sinderford, Southwards, along the Way which divideth Ayewood and Abbott Wood up to the Corner thereof next Saint Whites; North-eastwards from thence, abutting upon the Inclosures of Saint Whites, South-eastward, to the lower Corner of them; from thence extending in a right Line on the Edge of the Hill in Abbott's Wood to a Mark there made in the Ground South-eastwards; from thence in a right Line down to a Mark made in the Ground near Sinderford Brooke; Southwards from thence along the said Brooke to Sinderford Pond aforesaid: On the Parts next the Parish of Newland and the Hamlets or Villages of Breeme Clowerwall and Colford, Nine hundred Acres, extending from the lower Corner of a Garden in Brookchollins, in the Occupation of one Ansell Callaies, on the North Part, unto a new Mark made in the Ground in Breeme Eaves, near about Sixty-four Poles from the Corner of a Hedge below St. Ann's Cross Oak; North-westward from thence in a right Line extending North-westward unto another Mark made in the Ground by the Way-Side in Oak Wood, over-against the lower Corner of Noxen Park, about Nineteen Pole distant from the Park; from thence in a right Line extending North-westward unto another new Mark made in the Ground by the Way-Side coming out of Oak Wood into the Blind Meene; from thence in a right Line by Oakwood Eaves abutting on certain Ground called the Lords Leafnes, and so abutting on the Lord's Leafnes and the Inclosures adjoining unto a new Mark made in the Ground at the lower Corner of the said Inclosures Northward; from thence in a right Line extending Northwards unto another new Mark made in the Ground over-against Millwall, above Gortly Knowle; from thence in a right Line Northward unto one other new Mark made in the Ground over against Collive Lane, near Forty Pole from the South Corner thereof; from thence in a right Line to another new Mark made in the Ground in Colford's Eaves, about Eighty Poles distant from the Corner of a Ground on the East Side of Blind Lane Stille; from thence in a right Line extending Westwards unto a Mark made in the Ground by a Gate entering into a Close of one Master Carpenter's, Eastwards, and on all other Parts abutting upon the Inclosures, adjoining to Breeme Clowerwall and Colford: On the Parts next the Parish of Stanton, Two hundred Acres, extending from a Mark made in the Ground near Master Carpenter's Barn, on the South Part, in a right Line, unto another Mark made in the Ground near unto a Gate entering into a Lease called the Sterts North-westward, and on all

other Parts abutting upon the Inclosures of Maylecott and Coleford : On the Parts next the Parish of Byckner and Liddbrooke, Three hundred and Fifty Acres, extending from the upper Corner of Eastbach Meene, Northwards, to a right Line, to a Mark made to the Gutter leading from Whit-oak into the Brook near Liddbrook ; Southwards from thence up the said Brooke unto a Mark made over the Side thereof, and so extending Southward unto a Mark made near Cannopwall ; from thence along by Cannopwall unto another Mark made in the Ground near Cannopwall, Westward from thence in a right Line extending Northward unto the upper Corner of Where Thomes, and on all other Parts abutting upon the Inclosures of Byckner aforesaid : On the Parts next the Parish of Newnham, all that Parcel of Ground called Bleythes Bayly, containing One hundred Seventy-four Acres, abutting on all Parts upon the Wood called Abbot's Wood and the Inclosures adjoining to Rudell and Newham : On the Parts next the Mannor of Rodley, and those Parts of Westbury which lie within the Hundred of Saint Briavelle, and the adjacent Places which pretend Common in Walmore, One hundred Acres, whereof Ninety-five Acres and a Half in Walmore, extending from a Mark there made in the Ground over against Addest Lane End ; Northward from thence in a right Line unto another Mark made to the Ground near unto a Bridge standing upon the said Common adjoining to Northwood ; and on all Parts abutting upon the Severalls of the Parish of Westbury : The other Four Acres and a Half, all that Parcel of Ground called Northwood Greene, lying together, and is bounded round about by the Severalls and Lands of Northwood and the Severalls of the Parish of Westbury, as is and by the same Commissions and Instructions, and is and by a Certificate thereupon, made under the Hands of the said Sir Charles Harbord, John George, William Morgan, and John Smith, remaining of Record in His Majesties Court of Exchequer, more fully and at large it doth and may appear.

And his Majesty is further pleased and contented, and doth further covenant and agree to grant unto the said Sir John Wintour, his Heirs and Assigns, all Mines of Iron, Cinders, Tin, Lead, and Coals, and all Quarries of Millstones, Grindstones, and other Stones, as well open as covert, lying and being in the Lands of any of his Majesties Subjects within the Preamble of the same Forest, made in the Twenty-seventh Year of the Reign of the late King Edward the First, reserved or lawfully belonging to his Majesty, his Heirs and Successors, together with Liberty to digg in the same Lands for all such Mines and Quarries, and to get out of the said Mines and Quarries the Iron, Cinders, Tin, Lead, and Coals, and likewise the Millstones, Grindstones, and other Stones, which shall be found there, and to lay the same in convenient Places upon the Soil adjacent, and to do all Things necessary for the having, laying, taking, and carrying away thereof ; and his Majesty is further pleased and contented, and for himself, his Heirs, and Successors, doth further covenant, grant, and agree, to and with the said Sir John Wintour, his Heirs, Executors, and Administrators, by their Presees, that his said Majesty, his Heirs and Successors, will be also pleased, in like Manner as aforesaid, to grant unto the said Sir John Wintour, his Heirs and Assigns, so much Myne of Iron and Cinders to be taken within the aforesaid Four thousand Acres set out as aforesaid, to remain in Common to and for the Use of the aforesaid Commoners and Poor, according to the Agreement aforesaid, as shall serve for the Maintenance of the Iron Works of the said Sir John Wintour, his Heirs and Assigns, within the Premises to be conveyed : And also all such Mipes of Coals there as the said Sir John Wintour, his Heirs and Assigns, shall and may dig within the said Four thousand Acres, and make Use of, by and with the Consent of the said Commoners, with Liberty to dig in the said Four thousand Acres for Myne or Mines of Iron, Cinders, and Coals, or any of them, and to lay the same in convenient Places upon the Soil adjacent, and to do all other Things necessary for the having, laying, taking, and carrying away of the same.

And his Majesty is further pleased and contented, and doth covenant, grant, and agree, that he the said Sir John Wintour, and his Heirs, shall and may, from Time to Time, and at all Times hereafter, at his or their Wills and Pleasure, fell, cut down, root and stock up all or any the Timber Trees, Woods, and Underwoods, growing and being not only in and upon the Premises so to be conveyed and assured as aforesaid, and the Four thousand Acres set out and allotted to and for the said Freeholders, Commoners, and Poor, and in and upon all Lands and Highways already set out and hereafter to be set out, within the Limit of the Preamble aforesaid, but also all the Timber Trees and other Trees growing and being in or upon the Park of Whitemead within the said Forest.

N^o 7.

ABSTRACT of an Act for the Increase and Preservation of Timber within the Forest of Dean, 20th Chas II^d. Chap. 3d.

THE Act recites, that, Forasmuch as the Wood and Timber of the Crown, which of late Years was very great in Quantity and Value within the Forest of Dean, was become totally destroyed, excepting what was standing within the Woodwardship of the Lea Bayly, so that some Course was necessary to be speedily taken to restore and preserve the Growth of Timber for the future Supply of his Majesty's Royal Navy, &c.

Scarcity of Timber.

11,000 Acres to be inclosed.

Charges of making and maintaining the Inclosures how to be defrayed.

When and how much shall be laid open, and by what Authority.

The like Quantity to be inclosed.

Wood to be fell- ed to be viewed and marked by the Jus- tices.

Trespass. No Fee Trees to be allowed.

Forest Laws to be put in Execution.

All Grants of any Part of the Forest to be void.

And then Enacts, That 10,000 Acres, Part of the Waste Lands of the said Forest, shall be en- closed and kept in Severalty for the Growth and Preservation of Timber; and that it shall be law- ful for his Majesty, his Heirs, and Successors, to inclose, sever, and improve, within and out of the Waste Lands of the said Forest (the Whole containing by Estimation 23,000 Acres) the full Quantity of 10,000 Acres of Statute Measure, at 16½ Feet to the Perch, whereof the said Wood- wardship of the Lea Bayly, containing 1,000 Acres, to be Part; and also the Grounds called Cannog Fellet, Buckholt, Beachinhurst, and Morystock (containing about 1000 Acres, then be- longing to or claimed by Bainfree Maynard, Esq^r. which added to the 10,000 Acres shall make up the full Quantity of 11,000 Acres to be enclosed as aforesaid) to be Part. The said 11,000 Acres to be set out, by virtue of his Majesty's Commission, out of such Part of the said Waste Land as shall be found by the Commissioners most convenient to be inclosed, and most apt and meet to produce Wood and Timber, and might be best spared from the Use of the Commoners and Highways. The Inclosures to be admeasured, set out and enclosed, and the Quantities and Boundaries thereof returned into the Court of Exchequer, and the said Inclosures to remain in Severalty in the actual Possession of the Crown for ever, freed and discharged of and from all Manner of Right, Title, and Pretence whatsoever (excepting of Fee Deer) according to the Purport and Intent of the said Act, and shall be made and reputed a Nursery for Wood and Timber only.

The Commissioners to sell decayed Trees not being Timber or which could ever prove Tim- ber, to make and maintain the Inclosures, and purchase the Interest of the said Bainfree Maynard, in the Lands before mentioned, and the Inclosures to be perfected within Two Years.

Whensoever the Lords of the Treasury or Chancellor of the Exchequer shall be satisfied that the Woods and Trees on the said 11,000 Acres, or any Part thereof, are become past Danger of the Browling of Deer, Cattle, or other Prejudice, and shall think fit to lay the same or any Part thereof, consisting of 500 Acres or more, open and in Common, and shall cause the same to be so done, his Majesty may inclose, in lieu of so much as shall be laid open of the said 11,000 Acres, the like Quantity out of any other Part of the Residue of the said Wastes, to be set out by like Commission and Admeasurement as aforesaid, and to be holden inclosed, freed and discharged of and from all Manner of Common Estovers, Herbage or Pasture, and other Rights (excepting Fee Deer as aforesaid) for so long Time as the same shall continue inclosed, to be a Nursery for Timber, instead of so much as shall be laid open.

Whensoever any Wood or Timber shall be directed to be fallen in the said Forest, the same shall be first viewed, and allowed to be fallen, by Two or more Justices of the Peace, and shall not be cut or fallen until such View and Allowance, and until the said Justices shall have marked, with a broad Arrow and Crown, such Trees as are most fit to be preserved for Timber, upon every Acre intended to be fallen, and shall also have certified to the Lords of the Treasury the Names of the Places and Number of Trees so viewed and allowed to be fallen, and so marked to be preserved; and any Person cutting down any Wood or Trees before such View, Allowance, and Certificate, or afterwards cutting any of the said marked Trees without like Allowance, to forfeit for every Tree so fallen £. 20 to the Informer.

No Officer or other Person whatsoever to have or claim any Fee Trees out of the said Forest on any Pretence whatsoever, but shall enjoy their usual Fees in the Game of Deer throughout the whole Forest as formerly.

And after reciting that by former Experience it had been found that nothing did more con- duce to the Raising, Increase and Preservation of Timber and Wood within the said Wastes, than the Execution of the Forest Laws, whilst the said Wastes were afforested, and kept under the Regard of the Forest; it is enacted, that as well the said 11,000 Acres, as all other the waste Lands aforesaid, shall be re-afforested and be governed by Forest Law, and put under the Regard of the Forest, to the same Effect and in the same Manner as the same were in the 10th Year of Charles Ist. And all Articles, Agreements, Grants, and Charters made since that Time, concern- ing the disafforesting the said 23,000 Acres, or any Part thereof, to be void, and the same to be from thenceforth for ever deemed to be Forest; and new Elections be made of all Verderors, Regardors, and other Officers for the Government of the said Forest, according to the Forest Law in that Behalf.

If any Person or Persons shall presume to take any Gift, Grant, Estate, or Interest of or in the said Inclosures or Wastes, or any Wood or Trees growing thereon, or of or in any of the Mines or Quarries of or within the said Inclosures, or any Part thereof, the same to be void, and the

Person

Person or Persons obtaining the same is declared incapable to hold or enjoy any such Gift, Grant, Estate, or Interest.

If His Majesty shall think fit to reserve the Game of Deer within the said Forest, the same shall not exceed the Number of 800 Deer, of all Sorts, at any One Time.

To the End that some Recompence may be made to those Persons whose Rights of Common within the said Inclosures is thereby taken from them, for the necessary Preservation of the Timber, it is enacted, that the Owners, Tenants, &c. of any of the several Lands lying within the Bounds of the said Forest (not being Part of the said Wastes or Inclosures) may at any Time cut down and dispose of the Timber Trees, Woods, or Underwoods growing thereon, at their own Wills and Pleasures, without Licence from the Justice in Eyre, and without Licence and View of any Officer of the said Forest, and exempt from the Forest Laws; also to manure and improve the said several Lands, by plowing, sowing, digging, inclosing, fencing, or building upon the same, at their Will and Pleasure; and to keep any Sort of Dogs unlicensed, and to hunt and kill any Beast of Chase, or other Game, in or upon the said several Lands, as if the same were not within the Bounds of any Forest.

All Persons having Rights of Common of Pasture or Pannage, or any other Rights, Fees, Liberties, or Privileges, within the said Forest, shall enjoy the same in Manner following; (viz.) their Right of Pannage from and after Michaelmas, 1637, and not before; and their Rights of Common of Pasture, and all other the said Fees, Liberties, and Privileges, in and through such Waste Ground as shall not be inclosed as aforesaid, the Fence Moach (viz.) for Fifteen Days before and Fifteen Days after the Feast of St. John the Baptist Yearly, and the Time of the Winter Heyning (viz.) from the 11th Day of November to the 23d Day of April Yearly, excepted, under and subject to the Forest Law, in as ample Manner as the same might have been held and enjoyed in the 10th Year of King Charles the First.

Saving to all the Inhabitants of the Parish of St. Brerill's for the Time being, within the Boundaries of the said Forest, their lawful Rights and Privileges of taking, cutting, and enjoying the Wood growing in a certain Place within the said Forest, called Hudnalls, as amply as if the said Act had not been made.

And also saving unto the Miners and Persons using the Trade of digging for Iron Ore, Coal, and Oker, in the said Forest, their lawful Rights and Privileges in all Lands and Grounds lying within the Perambulation and Regard of the said Forest, other than the said Inclosures for the Time they shall continue inclosed.

This Act not to make void certain Letters Patent granted to Sir John Wintour, Kn^t, Francis Finch, and Robert Clayton, Esq^s, 30th July, 14th Cha. II^d, of certain Woods and Iron Works in the said Forest, for a Term not then expired.

Nor a Lease granted to Thomas Preston, Esq^r, of Lands in the said Forest, called Great and Little Bradley's, Pigslade, Buckholt Moor, and Stony Grove, then belonging to Dame Mary Scraphoe.

The Lands called Maly Scote, and other Lands granted to Sir Edward Villiers, Kn^t, and his Heirs, 23 May, 1 Cha. I. not to be accounted any Part of the said 23,000 Acres to be inclosed, or lie waste to the Commons.

If the Sum of £. 1,500 should not be paid to the said Basilfree Maynard, his Heirs or Assigns, in lieu of his Fine in the said Lands, called Cannop Fellet, Buckholt, Berchenhurth, and Morry Stock, before the 24th of June 1669, he and they should hold and enjoy the same Lands, any Thing in the said Act contained to the contrary notwithstanding.

The Metes and Boundaries of the Forest to be for ever thereafter the same as they were commonly used, esteemed, and taken to be, in the 10th Year of King James Ist, and no other.

Any Lease made or to be made by his Majesty, his Heirs or Successors, for any Term not exceeding Thirty-one Years, of the Coal Mines and Quarries of Grindstone, in any Part of the said Forest, to be of like Force as if the said Act had not been made, except of such Coal Mines as are or shall be in any Parts of the 13,000 Acres allotted for His Majesty's Inclosure, and as shall continue inclosed.

Deer not to exceed 800.

Recompence for Rights taken away.

In what Manner Rights shall be enjoyed in the Forest.

Proviso for the Inhabitants of St. Brerill's to enjoy the Wood upon the Hudnalls.

Miners Rights saved.

Not to make void Letters Patent to Sir John Wintour;

nor a Lease to Thomas Preston, Esq^r.

Lands granted to Sir Edw. Villiers excepted.

Proviso for Basilfree Maynard, Esq^r.

Boundaries of the Forest.

Coal Mines and Quarries may be leased.

N^o 8.

RETURN to a Commission, directed to Henry Duke of Beaufort, and others, concerning the Forest of Dean, 3 W^m and Mary.

THE Commission bears Date the 18th May, 3 W^m and M. and is directed to Henry Duke of Beaufort, Lord Warden of the Forest, W^m Harbord, Esq., Surveyor General of the Crown Lands, Philip Ryley, Esq., Surveyor General of the Woods, Sir Duncomb Colchester, Knt. and William Cooke, Reginald Pindar, Edward Cooke, William Bovey, Thomas Peck, John Vinay, and John Kirie, Esq., empowering them, or any Four of them, to make Enquiry and Examination touching the Forest of Dean, according to the following Articles to the said Commission annexed:

Articles of Instruction to be executed and observed by their Majesty's Commissioners within the Forest of Dean.

Imprimis 1. You or any Four of you (whereof the said Henry Duke of Beaufort, Will^m Harbord, Philip Ryley, Sir Duncomb Colchester, or William Cooke, to be one) are to repair to the said Forest, and there to view and perambulate the several Parts and Places thereof, as well inclosed as uninclosed, and to enquire and certify what Coppice Wood is now growing in the said Forest fit to be cut, and of what Growth, where the same is situate, and what Quantity may be cut for Seven Years, proportionably, One Year with another, and where and in what Places those Quantities may be cut in every of the said Years, how many Acres, according to your best Computation and Judgment, how many Cords in each Acre, and what the same may be sold for by the Acre or Cord, all Charges of cutting and cording being deducted; and if the whole Underwood should be disposed of to any Person, with Liberty to cut the same in Twenty-one Years Time, upon a Covenant of repairing and keeping up the Inclosures, what you conceive such a Grant may be Yearly worth, to be granted One Year with another, and what you conceive may be the Consequence of such a Grant; whether you believe it will tend to the Preservation of the young Spring of Timber there, or be destructive thereunto, and what induces you to believe so; and whether there be in the said Forest great Number of Beech, and whether you conceive such Beech, and the principal Shoots upon old Stools be not proper to be preserved, as likely to become Timber; and what Number of Timber Trees or Saplings are growing in the Lea Bailly, and in the Places particularly mentioned in the Act of Parliament 10th Chas^{II} 114. as Part of the Eleven thousand Acres by that Act to be inclosed for the Preservation of Timber, and what Underwood (if any) is fit to be cut in the said Forest, and whether such Underwood may be safely felled without Prejudice to the Growth of Timber there; and whether, if the Iron Works there should be again set up as formerly, the said Underwood would not amount to a greater Value per Cord, and how much, in your Opinion.

2dly. Item, You or any Four or more of you (whereof, &c.) are to enquire and certify what the Charge of supplying and maintaining the Inclosures heretofore and lately made within the said Forest, in, by, and with all Manner of needful Reparations, as well of the Mounds and Stone Walls, as of the Gates, Selles, and Foot Bridges leading to the same, as also the Charges of any other Bridges necessarily required in any other Part of the said Forest, may Annually amount unto for the Term of Seven Years next ensuing, and so for Twenty-one Years.

3dly. Item, You are to certify what Coal Pits are taken into their Majesty's Inclosures, which might conveniently be left out (without Prejudice to the younger Woods) for the Benefit of the County, and what the Charge thereof may be.

4thly. Item, You are to inform and certify what the Salaries of the Officers of the said Forest do amount to per Annum, and how such Salaries have been usually paid to them; and whether St. Briavell's Castle, and the Lodges, and the Inclosures to them belonging, are in good Repair, and if not, by whose Occasion or Neglect they are become so in Decay, and what the Charge thereof may amount to.

5thly. Item, You are to examine and give an Account what Quantities of Wood or Trees have been felled in the said Forest, pursuant to their Majesties Letters of Privy Seal, of the 18th April 1688, and how the same have been disposed of, and at what Rates sold, and what Monies hath or might be raised to the Crown thereby, and whether the Persons employed therein have been careful to discharge their Duty; and you are likewise to enquire strictly into the Wastes and Spoils in the said Forest, which have been committed since the 13th February 1688, and particularly in what Condition you find their Majesties Inclosures, as to the Growth and Product of them, and also the Name or Names of every such Person or Persons that have committed any Spoils or Breaches, either in the young Woods or in the Mounds and Fences, or drive in any Cattle, or depasture

depasture within the said Inclosures, or wilfully break down any of the said Inclosures, or set open any the Gates thereof, or hath digged any Mines, Coals, Tiles, or Cinder within the same, contrary to the Law, and what Damages their Majesties have sustained by such Misdoings; and you are likewise to enquire if the Officers of the said Forest have been negligent or faulty therein; and if you find they or any of them have been so, that then you give Information thereof, that so a speedy Order may be taken to bring every Officer so offending to condign Punishment, and the like Exorbitances and Mischiefs may be restrained and re-claimed for the future.

6thly. Item, You are to enquire how duly the Forest Courts are kept; and where and how all Sorts of Officers discharge their Duties, in the Preservation of the Coverts and Woods and Inclosures of the said Forest; and what Sums of Mooney have been paid at the Forest Courts by Trespassers for the King's Use, and how accounted for; and who hath been guilty of rescueous or Pound Breaches; or whether any Cattle impounded have by any Order or Direction been discharged, otherwise than according to Law; and who do presume to cut Furze, burn Fern, depasture Sheep, or keep Pigs in the said Forest, or any Cattle in the Fence Mouth or Winter Haining, or dig or leave open any Sort of Pits or Quarries of Stone, and build Lime Kilns, and burn Lime, and by what Pretence of Right; or do trespass and surcharge the Common of the said Forest, to the Prejudice of the young Woods; and what Scores of Cabins and Cottages are in the said Forest, by whom erected or set up, and how the same may be best regulated or demolished.

7thly. Item and lastly, You are to call to your Assistance all or any the Officers of the said Forest, and all such knowing Persons inhabiting in those Parts for your better Information in all or any the Particulars aforesaid, for their Majesties Service herein, or in any other Matter relating to the said Forest which you shall judge necessary to be enquired into; and you are also to give your Opinion in all such Matters and Things whatsoever, which you may judge conducive to their Majesties Service in the better governing of the said Forest, according to the Intention of the said Act of Parliament; and to observe all such Orders as you shall receive from the Lords Commissioners of their Majesties Treasury, during the Execution thereof.

To the Right honourable Sir Robert Atkins, K^t of the Bath, Lord Chief Baron of the Majesties Court of Exchequer, and to the rest of the Barons thereof.

May it please your Lordships,

In pursuance of their Majesty's Commission, under the Seal of their Majesty's Court of Exchequer, to us and others directed, and of certain Articles of Instruction thereunto annexed, we whose Names are hereunto subscribed do humbly certify your Lordships,

That we have repaired to the said Forest, and carefully viewed and perambulated the several Parts and Places thereof, as well inclosed as uninclosed; and find that there are great and valuable Quantities of Scrubbed Beech and Birch, with some Holly, Hazle, and Orle, fit to be cut and disposed of; and, provided due Care be taken to preserve all Oak whatsoever, the said Beech, with the principal Shoot of such Beech as grow upon old Stools, and sufficient Shelter about them, in such Places where either the Thinness of their Growth, or being exposed to Weather, shall make it necessary, we conceive it will be consistent with the Intent of the Act of Parliament, 22th Car. II^d, for Increase and Preservation of Timber in this Forest.

The Quantities and Growth of the said Woods fit to be cut, the Places where situate, the Number of Acres, and Quantity of Cords on each Acre, according to our best Computation and Judgment, together with the Values for which the same may be sold per Cord, all Charges of cutting and cording being deducted, as also the Quantity of Wood (besides Oak) that will be left standing on each Acre, after the Fellets proposed have been made, are contained in the following Particulars:

	N ^o of Acres.	Years Growth.	Cords on each Acre.	Total of Cords to be cut.	Cords left standing.
In Aywood, of Scrubbed Beech, with some Birch —	300	50	30	9,000	15,000
Great Bourt and Little Bourt, Forked Beech —	50	40	20	1,000	1,000
Ruardean Inclosure, the Whole cont ^d 672 A. whereof	100	45	20	2,000	6,000
Blayfe Bayly, most Beech —	90	45	30	2,700	4,500
Bradley and Copes, most Beech and Birch —	220	40	30	8,400	14,000
Vyne Hill, most Beech —	10	40	30	3,000	4,000
Blackneys Eaves and Thoroe Hill, most Beech —	200	40	30	6,000	10,000
Morewood and Hangerbury, not to be cut —	250	40	—	—	8,000
Lea Bailly, Beech and Halle, about —	—	—	—	—	3,000
Deadman's Croft, most Beech, very long —	250	45	40	10,000	12,000
Blackneys Bayly, Old Bailly, Moleley Green, Beech and Birch —	40	40	20	800	1,200
Millytrush, most Birch, well grown —	50	40	20	1,000	3,000
Little Staplidge, Putledge, and therabouts —	150	40	20	3,000	6,000
Edgehills and Badcocks Bailly, most Beech and Halle —	200	40	30	6,000	10,000
Little Kenly, Kenly Edge, Ruffy Lawn, most Birch —	160	45	20	3,200	5,400
Sunley Tuffis, most Birch —	100	45	20	2,000	6,000
Perryhay Ditch, Middle Rudge, Santly, Beech and Birch —	350	40	20	7,000	14,000
Stonedage, most Birch —	175	40	20	3,500	8,000
Old Vellest, most Birch and Beech —	60	40	20	1,200	3,000
Brockvere Hill, Brockvere Ditches, Beech and Birch —	200	45	20	4,000	9,000
Wettwood, most Birch —	200	45	20	4,000	6,000
Brenes Evrs, Parkhill, Beech and Birch —	150	40	20	3,000	6,000
Daniel Moore, Orling Meers, Birch and Orle —	200	40	20	4,000	6,000
About Fetter Hill, Stoney Sile, Wynnalls, Quix-clade, Cleere, Birch Hill, of Beech and Birch —	340	40	20	6,800	13,500
Tirey Tree Hill, Beech —	70	45	20	1,400	3,000
Phelps Meadow, Beech and Birch —	80	40	20	1,600	2,400
Darkehill, Churchhill, Iveymore Head, Little Fairmore, Hunters Beech, Oakwood, Barnhill, Wymberley Slade, Canop, Coverham, and the rest of the Great Inclosure, being besides Walte —	4,500	40	20	90,000	245,000
Total —	9,025	—	—	192,000	423,500

To be cut 192,000 { Short Cords of Wood, at 4s 10d. per Cord, clear of cutting and cording, amounts to the Sum of — } £. s. d. 46,400 — —

To be left 423,500 D^r, at the same Value, amounts to — — 103,345 16 8

Total present Stock, besides Oak, 615,500 short Cords, at 4s 10d. 143,745 16 8

Which

Which Woods, being near of equal Growth, may be cut in the Order afore set down, and in such Proportions as your Lordships shall think fit; but we are humbly of Opinion the Quantity ought not to exceed 12,000 Cords in any Year.

By the Account afore said, if the Underwoods (certified as fit to be cut) which may be sold at 4s. 10d. per Cord, clear of cutting and coading, be cut in Seven Years, the same will yield the Sum of £. 6,628. 11. 5. per Annum during that Term; and if the whole called Underwoods (Oak excepted) be disposed of to any Person, with Liberty to cut the same in 21 Years Time, upon a Covenant of repairing and keeping up the Inclosures (as mentioned in the first Article) the Stock which such Person may take off in that Time (as appears by the Account afore said) is worth, upon a moderate Computation, the Sum of £. 148,745. 16. 8. 1 And it does not appear but that such Person may cut some Parts of the said Woods twice in the said Term of 21 Years, by which the Value will be proportionably augmented, though cannot be ascertained by us; but we suppose each Second Feller may amount to the Sum of £. 60,000 more, or thereabouts.

£. 148,745. 16. 8.

£. 60,000 — —

£. 208,745. 16. 8.

The Repairs of the Inclosures will be inconsiderable, and may be done for about £. 100 per Ann.

W^m COOKE.

J. VINEY.

REGINALD PYNDAR.

JO. KYRLE.

W^m BOEVEY.

PH. RYLEY.

It is very difficult to determine how mischievous and fatal the Consequences of such a Grant will be, not only in respect of this Forest but of the Nation in general, especially when the Consumption of our Naval Timber is so very great, and our Occasions for it not inconsiderable. Doubtless, besides the cutting down many Thousands of Stright Beech that will be fit for their Majesty's Naval Service, such a Grant would utterly destroy the Forest, which is now perhaps the best Nursery for a Navy in the World, and has been of that Esteem as to have justified the Labours of our Enemies for its Destruction, and the Care and Endeavours of several Parliaments, since the Year 1660, for its Preservation: And so very tender of this Forest was the Parliament Anno 1663, that when a Grant, like what is now proposed, had almost ruined it, that Honorable House thought it worthy their Care to rescind it, and re-affirmed many Grants that had been made to private Persons, and compounded for others at a great Charge, and did then, by a particular Act of Parliament for that Purpose, endeavour to prevent any Lease or Grant to be made of any Part thereof, or the Woods growing therein, to any Person whatsoever, as by the said Statute does appear in these following Words: "And, that the said Forest and Premises may be perpetually preserved and situated in the Crown for public Use as afore said, and may not be granted or disposed to any private Use or Benefit, Be it further enacted, that in Case any Person or Persons whatsoever shall presume to take, or shall obtain any Gift, Grant, Estate, or Interest, of or in the said Inclosures or Waltes, or any Wood or Trees growing thereon, or of or in any of the Mines or Quarries of or within the said Inclosures, or any Part thereof, every such Gift, Grant, Estate, and Interest shall, ipso facto, be null and void, and the Person or Persons so taking or obtaining the same shall be, and is hereby made and declared utterly diabolic and incapable to have, hold, or enjoy any such Gift, Grant, Estate, or Interest."

Anno 1674 (as had been in 1662) it was proposed that if his then Majesty would repair the old Iron Works in this Forest, and make an Addition of One Furnace and Two Forges (which might be done for £. 1,000) and cause the spareable Woods to be cut and converted into those Works, that then every Eight Thousand long Cords of Wood so converted should yield a Profit, over and above the Value of 8s. per long Cord, and clear of all Charges, the Sum of £. 2,190.

Yet upon Consideration that the erecting such Works, and supplying the same with the Quantities of Wood necessary for that Purpose, might endanger a great Waste in this Forest, if not the Destruction thereof, it was advised rather to pull down the old Iron Works, than erect new; and the old Iron Works were pulled down, and the Materials sold accordingly; and the same Reasons do still remain against any new Works, and have this Addition, that their Majesty's Woods are now sold for One Shilling and Eight Pence each long Cord more than the same was at that Time valued.

It may be taken Notice of also, the great Difficulty with which the many Freeholders that had Right of Common, and other Privileges, in this Forest, were prevailed with in the Year 1665 to submit the same to the Crown for inclosing the said Forest, according to the Statute 20th Car. II^d. many of the same Persons are yet living, and would doubtless be concerned to see the Profit of it in any private Hands, when they have freely parted with theirs for the Public Utility; and we are credibly informed, that if any such Grant pass, the Freeholders do intend to prefer a Petition to be restored to the Rights of Estovers enjoyed by them before the making the said Statute 20th Car. II^d.

And although we do certify that some Woods mentioned in our foregoing Particular may be cut, yet, considering the great Care and Caution that hath hitherto been had to make this Forest useful to the Navy (as appears by what has been before recited) and the flourishing Condition to which it is now arrived; and add to this, how natural it is, and certain will be, for any Person who can obtain such a Grant (as is mentioned in the first Article) to consult his own Advantage, not the Preservation of the Forest, and that Experience acquaints every Woodman that it is hard to preserve in Coppice Woods what ought and is intended to be left by those that design an Increase of Timber; we can by no Means (if the Act of Parliament would admit thereof) think it advisable to make a Grant so certainly destructive to the Forest as this proposed,

nor that the making the said Fellers should be entrusted in any other Hands than the present Officers, who have, in those Places whereunto they have brought their Majesty's Axe, given sufficient Testimony of their Care in observing the Rules afore prescribed for making the said Fellers, and preparing every Thing fit to be left for the Increase and Preservation of Timber, according to the Statute 20th Cha' II^d. in that Behalf made.

The Lea Bayly is now a Spring of Oak and Beech of 4, 5, and 6 Years Growth, but much cropped and spoiled by Cattle, by Reason the Inclosures made for the Preservation thereof have, in the Night, been several Times pulled down and destroyed by Persons unknown. The other Places particularly mentioned in the Act of Parliament as Part of the 11,000 Acres, are generally very well grown with Oak and Beech of 50, 40, and 30 Years Growth and under, many Thousands of them being 40 Feet and upwards, without a Bough to hurt them, but their Number cannot well be known by Reason of the Thickness of their Growth, and of great Quantities of other Sort of Wood that will never be fit for the Navy, and is proposed to be cut in Part as aforesaid.

To the 2d.—We have also enquired what the Charge of supplying and maintaining the Inclosures heretofore and lately made, with all needful and necessary Reparations, may amount unto, and find, that the Fences necessarily to be repaired are only the Lea Bayly, Chelms's Coppice, Edghill's and Badcock's Bayly, Ruardene Inclosures, and the Fence, which contain about 2,400 Acres, and may be repaired for the Sum of £.137. 10s. The other Parts and Places formerly inclosed are not necessary to be repaired, being grown past Danger of Prejudice from Deer or Cattle; and the Fences of the said 2,400 Acres, when repaired, may be so kept by the Annual Allowance of £.30 made the Keepers for that Purpose, unless in case of some Accident, or pulling down by the Rabble, as hath been sometimes done.

To the 3d.—There are but Six Coal Pits within all or any their Majesty's Inclosures, and of those Places, the Inclosures being generally down, and not necessary to be repaired, the Wood therein being of a Growth past Danger, the Country are not incommode or prejudiced in that Respect.

To the 4th.—The Salaries of the Conservators, and Six Keepers of this Forest, do amount to the Sum of £.210 per Ann. and are usually paid at their Majesties Exchequer out of the Monies arising by Wood Sales in this Forest.—The Castle of St. Briavell's, mentioned in this Article, hath been a very great and ancient Building, but the greatest Part is ruined and fallen down, and only some Part kept up for a Place to hold the Courts in for the King's Manor and Hundred of St. Briavell's, and also for a Prison for Debtors attached by Process out of the said Courts, and for Offenders and Trespassers within the Forest. The same is very necessary to be repaired, and for mending the Roof and Tiling, and in glazing, plaistering, repairing the Prison Windows, and building a new Pound, &c. will cost the Sum of £.10. 14. 2. There are Two Keepers Lodges, namely, Worcester Lodge, and York Lodge, that were pulled down by the Rabble in January 1688, are absolutely necessary to be re-built, and will both require the Sum of £.90, besides Twelve Tons of Timber, which we advise should be rather bought than cut in the Forest, and will cost more, brought to the several Lodges, the Sum of £.18.—The Speech House (the Place where the Courts are held for the Forest, and being the principal Lodge also) having been much defaced and spoiled by the Rabble at the same Time, will, over and above the Monies already laid out for Repairs of the Roof, cost the Sum of £.109, besides Two Tons of Timber, and Carriage 50s.

To the 5th.—We have also taken an Account upon Oath from Charles Morgan, Deputy to the Surveyor of the Woods, of what Quantity of Wood hath been cut in this Forest pursuant to their Majesties Letters of Privy Seal, bearing Date the 28th April 1690, and find the same to be 6,186 short Cords, of Wood sold to Paul Foley, Esquire, at the Rate of 6s. per Cord clear of Cording, which Rate of 6s. per Cord is equal if not exceeding the Value for which the Woods are sold in the County of Gloucester; and we have also viewed the Places where the said Cordwood hath been cut, and find there is a very great Stock left upon the Ground for Timber, and all imaginable Care taken by the Officers employed in making the said Fellers, and preserving all the Scores and Saplings, with the principal Shoots of such Beech as grow upon old Stools, well sheltered by other Woods, for the Improvement thereof.

We have also, according to the 5th Article of our Instructions, inquired what Offences have been committed in the said Forest since the 13th of February 1681; and, having received upon Oath the Preferences of several Woodwards, Keepers, and other Officers of the said Forest, concerning the same, have returned to your Lordships the Particulars thereof (viz.)

The Preferences of the several Foresters, Keepers, and other Officers of the said Forest of Dean, hereafter named, made, and delivered upon Oath to their Majesties Commissioners appointed to enquire of certain Articles of Instruction as aforesaid.

William Gough, Gent^r, One of the Keepers of the said Forest, doth present John Simoes of Blackney, for cutting green Orle Wood in the said Forest about the Beginning of July last, 1692.

George Glasfyard and Joseph Biffell, Two of the Keepers of the said Forest, do present Edward Rooke

Rooke and James Drew, both of Little Dean, for cutting and carrying away a young Oak out of the said Forest, on the 28th Day of May 1689.

The same Edward Rooke, for building some Part of his House with Wood out of the said Forest, about the same Time.

Cum multis alijs.

And we humbly observe to your Lordships, that if some of the principal Offenders aforesaid be not made Examples to others, we have great Reason to believe, that whatsoever Inclosures are made or repaired for Increase and Preservation of the Woods or Lodges erected for the Keepers to inhabit, the same will be demolished, as were those formerly. But as we have humbly represented to your Lordships that some of the principal Offenders at least should be punished, so we hold ourselves obliged to represent also, that the Colliers of this Forest have, Time out of Mind, had an Allowance of Wood for Support of their Pits, which Allowance hath been usually made unto them by Order of the Verderers, and taken by View of a Woodward or Keeper; but the said Allowance having been stopp'd for some Time, upon a Question of their Rights thereunto, they have taken the same without such Order or View, by which great Wastes are daily committed & For Preveition whereof, and that the said Colliers may be duly supplied, as we are humbly of Opinion they ought, we propose it as expedient, that the said Allowance may be made to them by the Order of the Verderers at the Attachment or Swanmoot Courts, and taken by the View of a Woodward or Keeper, as formerly.

We have also enquired how duly the Forest Courts have been kept, and do hombly certify your Lordships that the same have been regularly held. But by Reason that the Attachment and Swanmoot Courts can only convict, but not punish, the Proceedings in either of them are ineffectual to the Preservation of the Forest without a Justice Seat; and the great Negligence of several of the Foresters and Woodwards in Fee, does much contribute to the Spoils committed in this Forest; but how far the Lands which are held and enjoyed by the said several Foresters and Woodwards for the Execution of those Offices, are inseparable from them, or forfeitable upon such Neglect of their Duties, is humbly submitted to your Lordships. We are informed by Mr. Rowley, Steward of the said Courts, that the Monies that have been paid at the Forest Courts by Trespassers, since their Majesty's happy Accession to the Crown, does not exceed the Sum of Five Shillings.

We have endeavoured with all Exactness, according to the best of our Judgment, to answer all the foregoing Articles of our Instructions, and have consulted with such Persons as we thought, by any Advice or Information, might conduce to their Majesties Service therein: And, this last Article commanding our Opinion upon the whole State of this Forest, for the better governing thereof, according to the Act of Parliament 10th Char II^d, we do further hombly certify your Lordships, that the most likely Way to render the Forest Courts effectual for Punishment of Offenders (which for Want thereof are here grown numerous and insolent) and to oblige the Officers of Inheritance to be diligent and faithful in the Discharge of their several Duties for the Preservation of the Forest, were to procure a Justice Seat once a Year, for Six or Seven Years, to be held in the long Vacation, within the said Forest, or not very remote from it, which might be done by Deposition from the Lord Chief Justice in Eyre to some of their Majesties Justices of Assize going in their ordinary Circuits from Gloucester to Monmouth, by which Means all the diligent Officers will be encouraged in their Endeavours; the negligent reprov'd; the vain Hopes that some Persons have given to many and daring Offenders about this Forest, that the same shall be made a free Chase, and consequently be destroyed, and they exempted from Punishment, will be utterly defeated and disappointed.

Which we humbly submit to your Lordships.

WILL^m COOKE.

J. VINEY.

RE. PYNDAR.

JO. KYRLE.

WM BOEVEY.

PHIL. RYLEY,

N^o 9.

A SUMMARY VIEW of the Judgment of the different Dealers in the different Counties, according to Number of Years, respecting the proportionate Decrease of Oak Timber (being N^o 16, in the Appendix to the Report of the Committee of the House of Commons, on the Means of supplying His Majesty's Navy with Timber, 6th May 1771).

Persons.	Counties, &c.	Years.	Decrease.
Wood and Palmer —	Whitehaven, in the North — —	40	Seven Eighths.
Okill —	Lancashire, Cheshire, North Wales — —	50	Three Fourths.
Galightly —	Lancashire, Cheshire, Shropshire, Stafford, Wales —	50	Seven Tenths.
Yoxal —	Cheshire — — —	30	One Half.
Walford —	Shropshire — — —	30	Four Fifths.
Bridge —	Carnarvon, Denbigh, Merioneth, Flint —	15	Two Thirds.
Mottin, Esq ^r —	In Denbigh, advertised for Sale — —	1	One Third.
James —	Carmarthen, Pembroke, Cardigan — —	30	Nine Tenths.
Morgan —	Carmarthenshire, &c. — — —	13	Seven Eighths.
Lomax —	Brecknockshire — — —	30	Two Thirds.
Moore —	Worcester, Gloucester, Hereford, Monmouth —	40	Four Fifths.
Smith —	Worcestershire, Warwickshire — — —	40	Four Fifths.
Rooke —	{ Devon, Dorset, Somerset, Cornwall — —	40	Four Fifths.
Steele —	{ Haas, Surrey, Kent, Sussex — — —	40	Nine Tenths.
Chitry —	The South Parts — — —	40 to 50	Seven Eighths.
Deasby —	Timber Counties in general — — —	40	Nine Tenths.
Shields —	Essex, &c. — — —	14	Three Fourths.
White —	Yorkshire — — —	40	Four Fifths.
Morris —	Hampshire — — —	40	Three Fourths.
Martin —	Surrey, &c. — — —	20	Three Fourths.
Miller —	Newport, Greenock, Ayre, Dundries —	21	No Supply.
Palmer —	River Clyde, Port Glasgow — — —	17	No Supply.
H. Williams —	Shropshire, Montgomeryshire — — —	several	Great Consumption.
W. Williams —	Pembrokeshire — — —	from a Youth	Great Destruction.
Mathews —	{ Glamorgan, Monmouth, Gloucester, Hereford, Shropshire — — —	15	{ Almost entire Destruction.
Andrews —	Bristol — — —	10	{ Not One Quarter of the Choice.
Bird —	Plymouth — — —	30	{ Decrease very considerable.
Goldsworth —	London, all round — — —	—	{ Very little remaining.
Mills —	General — — —	in 19	{ Price advanced from £. 3 to £. 4. 5 s.
Sir J. Philipps —	Surrey, Kent, Sussex — — —	40	{ Almost all taken down.
	Pembrokeshire, and elsewhere — — —	—	{ In Danger to cease to be a Maritime Nation.

ABSTRACT of an Account received from Mr. John Matthews, Steward of the Swanmoote and Attachment Courts within the Forest of Dean, of Timber delivered to the Coal Miners in the said Forest, from the 25th Day of September 1780 to the 25th September 1787.

In the respective Walks of																								Total in each Year.				
Thomas Harvey.				Will ^m Stephens.				Richard Beckett.				Robert East.				John Erett.				Richard Bradley.				Orders issued.	Oaks.	Beeches.	Diff Sorts of Trees not delineated.	
Orders issued.	Oaks.	Beeches.	Diff Sorts not delineated.	Orders issued.	Oaks.	Beeches.	Diff Sorts.	Orders issued.	Oaks.	Beeches.	Diff Sorts.	Orders issued.	Oaks.	Beeches.	Diff Sorts.	Orders issued.	Oaks.	Beeches.	Diff Sorts.	Orders issued.	Oaks.	Beeches.	Diff Sorts.					
1781	29	—	—	127	30	93	—	—	49	135	17	—	118	352	2	—	14	56	6	—	35	138	5	—	272	776	30	127
									15	No Return.	—	—					22	No Return.	—	—				145	348	1,188	29	145
1782	101	396	2	—	36	112	2	—	56	335	—	—	115	345	—	—	None.	—	—	—	19	N ^o of Trees not returned.	—	—	40	Not returned.	—	183
	61	317	45	—	36	109	6	—	64	242	—	—	128	368	2	—	D*	—	—	—	41	—	—	183	530	926	53	183
1783	31	No Return.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	D*	—	—	—	23	Number not ret ^d .	—	—	34	Not returned.	—	89
	113	439	58	—	29	81	8	—	52	No Return.	—	—	153	442	3	—	D*	—	—	—	27	N ^o not returned.	—	89	322	561	69	89
1784	1	No Return	—	—	—	—	—	—	—	—	—	—	—	—	—	—	D*	—	—	—	27	N ^o not returned.	—	81	322	561	69	89
																	D*	—	—	—	26	—	—	119	333	952	50	119
1785	116	402	81	—	28	83	4	—	48	No Return.	—	—	163	467	4	—	D*	—	—	—	24	N ^o not returned.	—	86	390	1,150	109	86
	126	471	63	—	40	119	1	—	38	No Return.	—	—	203	560	33	—	D*	—	—	—	31	—	—	86	390	1,150	109	86
1786	2	No Return.	—	—	—	—	—	—	—	—	—	—	—	—	—	—	D*	—	—	—	24	N ^o not returned.	—	—	107	Not returned.	—	—
	118	431	86	—	40	121	2	—	10	15	15	—	205	567	33	—	D*	—	—	—	67	—	—	—	475	1,533	121	—
1787	3	No Return.	—	—	—	—	—	—	56	No Return.	—	—	—	—	—	—	—	—	—	—	20	N ^o not ret ^d .	—	—	79	Not returned.	—	—
	722	2,377	366	127	239	718	23	—	389	697	32	—	1,085	3,103	77	—	16	56	6	—	482	550	10	622	2,930	7,486	494	749

Orders returned — — — 2,470 Trees delivered — — — 8,729
To which may be added, for the 460 Orders not regularly returned with the Number of Trees delivered indorsed thereon, according to the same Proportions, the further Number of — — — 1,620

In all — — — 10,349

Average Number per Ann. for the last 7 Years — — — 1,478 Trees.

N^o 11.

AN INVENTORYE of such Bookes, and other Writings, as were delivered to Mr. Morgan, Surveyor of His Ma^y Woods, 25th May, 1622.

THREE Bookes of Inrollements of Leases.

One Booke of Entries of Warrantes.

One Booke of Entries of Particulars.

One Booke of Cordes of Woode, and Landes of Cole, delivered by Mr. Taverner, in the Countie of Suffex and Surre.

One Booke or Booke of Reporte of his Ma^y Woods, in the Countie of North. Hunt. Ox. and Wiltshire.

Five Bookes of Entries of Prefervatores Prefervements.

Twoe Bookes of Prefervements, upon Survey of Wood purchased.

Thirtie-nine Bookes of Surveyes of Woodes.

Twentie-one Bookes of Entries of Certificates upon Landes purchased.

Seven Bookes of Copies of Informations.

Twelve Calenders of Direction, for the former Bookes.

Eight small Bookes, and Thre Rolles of divers Nature.

THO. MORGAN.

A NOTE of such Bookes as were lesie in Mistris Taverner's Handes, by her referred for speciall Reasons, which she will impart unto yo^r Honor^{ty}.

Three newe Bookes of Surveyes lately taken.

One Booke, touching Forest Lawes.

One Booke of Orders taken with his Ma^y Farmers.

A small Booke, under the Commissioners Handes, of the Names of the Farmers which have been compounded wth all.

N^o 12.

The 26 of May, 1622.

A true and perfect INVENTORYE, indented, of all such Bookes and Plotts of Survey, as the same Day and Year were delivered by and from George Mortimer, Gent. unto Aaron Rathbone, Esq^r, being such as concerne his Majesty's Service in the surveyinge of Forests, with the Affaires, Walls, Purprestures, and Incroachments thereof, heretofore performed by the Direction of Osbo Nicholson, Esquire, deceased, and now delivered as aforeseyd, by virtue of Warrant dated the 24th Day of Januarye now last past, made and directed by and from the Right honourable Henry Viscount Maudesville, Lord High Treasurer of England, unto the said George Mortimer, and Mr. Edward Mounsell, and to every other Person or Persons whom it might concerne, as followeth:

IMPRIMIS.—The Booke and Plott of the Forest of Aliceholt and Woolmer, in Com. Southampton.

Item, The Booke and Plott of the New Forest, in Com. Southampton.

Item, The Booke and Plott of Blackmore, in Com. Wilts.

Item, The Booke of Chippenham, als. Prudham Forest, in Com. Wilts, whereof Mr. Trefwell hath the Plott.

Item, The Booke and Plott of the Forest of Deane, in Com. Glouc. in Three Parts.

Item, The Booke and Plott of Leicester and Charn-wood Forests, in Com. Leicester.

Item, The Booke and Two Plotts of Sherwood Forest, in Com. Nottingham.

Item, The Booke and Plott, being in Two Parts, of Rockingham Forest, in Com. Northon.

* N. B. This is copied from the original inventory, contained in a Volume of MSS. formerly in the Collection of Sir Julius Caesar, K^t, Chancellor of the Exchequer in the Reign of J^{as} Ist, and is indented, in his Hand-writing. — A

† Note of such Papers and Bookes as Mr. Morgan, the King's Surveyor General, on this Side Trent hath received of Mistris Taverner, 25 May 1622.—Now preserved in the Office of Surveyor General of the Crown Lands.

Item

APPENDIX, N° 12, 13.

75

- Item, The Booke and Platt of Whittlewood Forrest, in Com. Northam.
 Item, The Booke and Platt of Salsley Forrest, in Com. Northam.
 Item, The Booke and Platt of Sapley and Waybridge Forrests, in Com. Hunt.
 Item, The Booke and Platt of Lyfield, in Com. Rutland.
 Item, The Booke and Platt of Barnwood Forrest, in Com. Bucks, whereof the Platt was delivered to Sir Foulke Grevill, Chancellor of the Exchequer.
 Item, The Booke and Platt of Shotover and Stowood, in Com. Oxon.
 Item, The Booke of Whichwood Forrest, in Com. Oxon, and Two Platts; but the Third Platt is in Mr. John Hunt's Keepinge, a Clerk to Sir Edw^d Wader.
 Item, The Booke and Platt of Windfor Forrest, in Com. Berks.
 Item, The Booke and Platt of the Forrest of Morfe, in Com. Salop.
 Item, The Booke and Platt of Kinfare Forrest, in Com. Staff.
 Item, The Booke and Platt of the Forrest of Wyre, in Com. Worc.
 Item, The Platt of the Forrest of Waltham, in Com. Essex, the Booke whereof is in the Keepinge of Tho. Jenkins, Gent. who wrote the same.

In Testimonye whereof the said Aaron and George have hereunto interchangeably subscribed theyre Names, the Daye and Yeare first above written.

Copied from an antient Paper in the Office of the Surveyor General of the Crown Lands.

N° 13.

LIST of Surveyors General of the Woods and Forests, from the Year 1608, when the Books and Papers which belonged to that Office were delivered by Mrs. Taverner, Widow of John Taverner, then late Surveyor General, to Mr. Thomas Morgan, appointed his Successor. (See Appendix, N° 11.)

- 1607 or 8. John Taverner died.
 1608. Thomas Morgan appointed.
 1608. Thomas Morgan and Robert Trefwell, jointly,
 - to { Robert Trefwell,
 Andrew Trefwell, } successively.
 and
 Trefwell, }
 1667. Thomas Agar and John Madden, Esq^r., jointly.
 1680. Thomas Agar and Charles Storde, Esq^r., jointly.
 1688. Philip Ryley, Esq^r.
 1701. Thomas Hewett, Esq^r.
 1702. Edward Wilcox, Esq^r.
 1714. Thomas Hewett, Esq^r, (2d Appointment.)
 1716. Edward Younger, Esq^r.
 1720. Chs^r Withers, Esq^r.
 1736. Fra^s Whitworth, Esq^r.
 1742. Henry Legge, Esq^r.
 1745. John Phillipson, Esq^r.
 1746. John Pitt, Esq^r.
 1763. Sir Edmond Thomas, Bart.
 1767. }
 1768. } John Pitt, Esq^r, (2d Appointment)
 1786. }

N° 14

N^o 14.

LIST of the Officers of the Forest of Dean.

Dean Forest, } AT a Court of Swanimote of our Sovereign Lord the King, held for
to wit. } Forest of Dean, in the County of Gloucester, at the Speech House in the
said Forest, on Tuesday the Twenty-fifth Day of September, in the thirty-
seventh Year of the Reign of our Sovereign Lord George the Third, King over
Great Britain, and so forth, and in the Year of our Lord One thousand Seven-
hundred and Eighty-seven, before Edmund Probyn and Roynon Jones, Es-
quires, Two of the Verderers of our said Sovereign Lord the King, of the said
Forest; and also before John Matthews, Gent. Steward of the same Court.

Lord Warden	—	The Right honorable Frederick Augustus, Earl of Berkeley.	Deputes.
Deputy Wardens.		Maynard Colchester, Esquire, Sir John Guise, Baronet, Thomas Crawley Boevey, Esquire, Roynon Jones, Esquire, Edmund Probyn, Esquire, Joseph Pyrke, Esquire.	
Verderers	—	Sir John Guise, Baronet, Edmund Probyn, Esquire, Roynon Jones, Esquire, Maynard Colchester, Esq ^r dec ^d (now Joseph Pyrke, Esq ^r).	
Steward of the Swanimote Court.		John Matthews, Gentleman.	
Regarders.			
Foresters in Fee.		Charles Edwin, Esq ^r , chief Forester in Fee, The Mayor and Burgesses of the City of Gloucester, M ^r Clarkes of the Hill, Thomas Foley, Esq ^r , The Heirs of Ralph Collier, Esquire, The Heirs of Thomas Williams, The Heirs of John Ayres, The Heirs of Sir Robert Gunning, Knight, The Heirs of Henry Yeatley.	
Woodwards	—	The Right honorable W ^m } of Stanton, Lord Viscount Gage, } The same Lord Gage, } of Bicknor, Charles Edwin, Esq ^r , } of the Bearfe, Maynard Colchester, Esq ^r , } of Mitheldens, The same, } of the Lea Bailey, George Savage, Esq ^r , } of Blakeney, M ^r Clarkes of the Hill, } of Ruardean, Edmund Probyn, Esq ^r , } of Abinghall, — — John Beale, Esq ^r , — } of the Blyths Bailey, — —	John Cooke, Josiah Coleman, Walter Taylor.
Keepers	—	Thomas Harvey, — of the Speech House Walk, William Stephens, — of Blakeney Walk, — Richard Bennett, — of Colford Walk, — John Brett, — of Littledean Walk, — Richard Bradley, — of Ruardean Walk, — Robert East, — of Parkend Walk, —	George Calaghan, John Phillips, John Hampton, Thos Hampton, William Meredith.

J N^o MATTHEWS, Steward.

N^o 15.

The ANSWER of Frederick Augustus Earl of Berkeley, Lord Warden of the Forest of Dean, and Constable of the Castle of Saint Briaval's, to the Precept of the Commissioners of the Land Revenue, dated 7th June 1787.

LORD Berkeley holds the Office of Lord Warden of the Forest of Dean, and Constable of the Castle of Saint Briaval's, by Patent, during His Majesty's Pleasure; he appoints the Keepers of the said Forest, and is to take Care that they do their Duty, in regard to the Deer only. He receives no Salary, Fees, or Emoluments whatever, for his own Use, as Lord Warden or Constable, but an Annual Sum of £. 210 is issued to him from the Treasury for paying the Wages of the Conservator and Keepers of the Forest; and he is authorized, by a Clause in his Lease from the Crown of the Manor and Hundred of Saint Briaval's, to retain one of the Rent reserved by that Lease a Sum of £. 40 per Ann. for Wages of the Keepers; and out of those Two Sums his Agent pays the Salaries or Wages of the Conservator and Keepers, after deducting the Fees and Taxes charged thereon: He has nothing to do with the Timber or Woods, the Keepers receiving their Orders on that Head from the Deputy Surveyor; and as to Intrusions or Encroachments, the Keepers report those Matters to the Conservator and to the Surveyor.

BERKELEY.

N^o 16.

The ANSWER of Sir John Guise, Baronet, One of the Verderors of Dean Forest, and also One of the Deputy Wardens of the said Forest, and Deputy Constable of the Castle of Saint Briaval's, to the Precept of the Commissioners of the Land Revenue, dated 7th June 1787.

SIR John Guise is One of the Verderors of the Forest of Dean, and One of the Deputy Wardens of the said Forest, and Deputy Constables of the Castle of S^t Briaval's, in the County of Gloucester. To the Office of Verderor he was elected by the Freeholders at large, which Office is for Life; and he was appointed one of the Deputy Wardens and Deputy Constables by the Lord Warden and Constable, during his Pleasure. The Duty of the Office of Verderor is to preserve the Vert and Venison of the Forest; and of the Office of Deputy Warden or Deputy Constable, to preside as Judge at the Miners Court in the said Forest, and at the Hundred Court of S^t Briaval's for the Recovery of Debts, and other Purposes. There is no Salary, that he knows of, annexed to either of those Offices; the only Emolument as Verderor is a Fee Buck and Doe in the Season, delivered by the Keeper under Warrant from the Verderor; as Deputy Warden or Deputy Constable, no Fee or Emolument. It seems, from the general Appearance of the Forest of Dean, that great Spoil, Waste, and Destruction, have been committed there: Petitions or Representations, signed by the Verderors and others, were some Years since presented to the Treasury, setting forth several Grievances to the Prejudice of the said Forest, but no Notice was ever taken of them.

Highnam Court,
June 29th 1787.

J. GUISE,
Verderor and Deputy Warden
of the Forest of Dean.

N^o 17.

The ANSWER of Maynard Colchester, Esq; one of the Venderors, Deputy Wardens, and Woodward of the Forest of Dean, to the Precept of the Commissioners of the Land Revenue, dated 7th June 1787.

I HOLD Three Offices in the Forest of Dean, viz. 1st. That of Venderor, the Nature and Duty of whose Office is to preserve the Vert and Venison of the Forest, to preside as Judge of the Courts of Attachment and Swanmote, to receive Prestaments from the Keepers and other Officers of all Offences committed respecting the Timber and Deer in the Forest, to inquire into Encroachments, and inspect into the Conduct of the Keepers and other Officers of the Forest; but have no Power to punish Abuses therein.

2^d. That of Deputy Warden, whose Office is to preside as Judge at the Miners or Mine Law Court, to try all Offences committed against the Miners Laws, and to enforce due Obedience to them by all those who are amenable therein; to preside also at the Hundred Court of St. Briavel's; for Recovery of Debts, and Trials of Trespassers, and other Matters arising within the Hundred.

3^d. That of Woodward of the several Bailiwicks within the Forest called Great Dean, and Lea Bailey, whose particular Office is by himself or Deputy to be very watchful and vigilant in preserving the Timber, Woods, and Underwoods, within the respective Bailiwicks, to prevent all Offences arising therein at the Forest Courts.

To the Office of Venderor I am elected by the Suffrages of the Freeholders of the County of Gloucester at large.

To the Office of Deputy Warden I am appointed by the Right honourable the Earl of Berkeley, the Lord Warden, by an Instrument under his Hand and Seal.

To the Office of Woodward I am entitled, under a Grant from the Crown, made to my Ancestors above 150 Years ago.

The Office of Venderor I hold for my Life.

The Office of Deputy Warden I hold during the Pleasure of the Lord Warden; and the Office of Woodward I claim as Hereditary from my Ancestors.

There are no Rents or Collections due to or received by me by virtue of either of the Offices I hold in the Forest.

There is no Salary whatever annexed to either of the Offices, or received by me in respect thereof.

The only Emoluments annexed to the Office of Venderor, are a Fee Buck, and a Fee Doe, out of the Forest, which are delivered by the Keeper on Warrants from the Venderor.

There are no Fees or Emoluments whatsoever due to, or received by, me as Deputy Warden, or annexed to that Office.

There are certain and casual Emoluments annexed to and belonging to the Office of Woodward, viz.

Lops and Tops of all Timber and other Trees, felled within the respective Bailiwicks.

All Windfall and Downed Trees within the same, and House Bote for repairing the Woodward's Mansion House.

I occupy no Messuages or Tenements belonging to the Crown, nor are there any annexed or belonging to either of the Offices I hold in the Forest.

There have been for a vast Number of Years innumerable Encroachments made upon the Forest, which are still increasing; and that great Spoil, Waste, and Destruction; has been committed of the Wood and Timber in the Forest, is manifest to every Person who has had the least Knowledge of it, as the greatest Part of the fine Timber this Forest has been so famous for has been cut down, and the large and extensive Tract of Land formerly covered with the noblest of Timber, is now become a barren Waste and Heath. How this has been from Time to Time effected, I do not presume to assert; but the Fact of disafforesting is too melancholy a Truth to be denied. With regard to Abuses in the Forest, I think too many exist; but as the Timber and Deer are almost all destroyed, which were formerly the Ornament and Pleasure of the Forest, to set about remedying the Abuses when all the Injury is done, seems to me to be of little or no Consequence.

MAYNARD COLCHESTER.

N° 18.

THE ANSWER of Edmund Probyn, Esq; One of the Verderors, Deputy Wardens, and Woodwards, in Fee, of the Forest of Dean, to the Precept of the Commissioners of the Land Revenue, dated 7th June 1787.

THE said Edmund Probyn is One of the Verderors and Deputy Wardens of Dean Forest. The Duty of his Office is to receive the Presentments of the respective Keepers, and to preserve the Vert of the said Forest. He is chosen Verderor by virtue of the King's Writ, in open County, for Life. He receives no Salary, Fees, or Emoluments, except One Buck and One Doe, Annually, as Verderor: But, as the Lord of the Manor of Abenhall, within the said Forest, he claims Two Pieces of Ground, called White's Hill, and Shepperidge, as being Parcel of the said Manor, and all Wood and Timber thereon; and also, as incident to the said Manor, he claims the Bailiwick of Abenhall, all dead and dry Trees, and Trees blown down by the Wind, and Bark of Oak and Beech Wood, and all other Profits, as the King's Bailiff, or Woodward of the said Bailiwick.

The Annual Quantity of Timber cut for the Navy hath been, for Two or Three Years past, about 3,000 Loads; the Quantity for Wood Sales can be best ascertained by the Surveyor. No Wood is cut for Fuel. The Number of Trees delivered to the Miners, to carry on their Coal and Mine Works, are Annually returned on Oath by the Keepers to the Verderors at Swanmote Court, and recorded by the Steward of the Court. The Keepers always receive Orders at the Court to fell no more Trees than are absolutely necessary for the Mine Works. The Number of Bucks and Does in Dean Forest he cannot ascertain, but it is much understocked. The Warrants, whether executed or not, are returned Annually by the Keepers on Oath, at Swanmote Court, and recorded by the Steward. As to Infrusions or Encroachments on the Forest, he refers to the Keepers. Many Trespassers are committed in the Vert and Venison of the said Forest, and the Offenders are punished according to the Laws and Statutes in that Case made and provided. There is not so much Timber stolen as used in the, owing to the Care of the Deputy Surveyor, and the Rewards given for convicting Offenders.

EDMUND PROBYN.

N° 19.

THE ANSWER of Thomas Crawley Boevey, Esq; One of the Deputy Wardens of the Forest of Dean, and Deputy Constables of the Castle of St Briavel's, to the Precept of the Commissioners of the Land Revenue, dated 7th June 1787.

THE said Thomas Crawley Boevey was appointed One of the Deputy Wardens of Dean Forest, and Deputy Constable of the Castle of St Briavel's, by the Earl of Berkeley (the Lord Warden and Constable) during his Pleasure. He receives no Salary, Fees, or Emoluments whatever, and occupies no Messuage or Tenement in Right of his Office. There hath been felled for Two or Three Years past, for the Use of the Navy, the Quantity of Two thousand Loads of Timber by Estimate. The Quantity for Wood Sales cannot be ascertained in Loads, as the same hath been sold by public Auction in Lots; but the Number of Trees may be known by referring to the Justices Certificates on the Treasury Warrants, for the Use of the Navy, and Wood Sales. There is no Fuel Wood allowed to any one, nor any Claims except those of the Miners, who claim Timber for the Use of their Works, but he hath heard that great Abuses exist by converting the Timber to other Purposes. There have been for many Years numerous Intrusions and Encroachments made, and many do now exist, and are daily making, by building of Cottages, inclosing Ground for Gardens, Orchards, and other Uses, by many poor Persons. And he hath been informed, and is well assured, by some of the Keepers themselves in the Forest of Dean, that great Spoil, Waste, and Destruction, hath been committed of the Wood and Timber, in his Opinion greatly owing to the numerous Intrusions and Encroachments, which cannot be made without destroying the Wood; and he also apprehends there hath been very great Neglect in the Deputy Keepers.

THOMAS CRAWLEY BOEVEY.

N° 20.

N^o 20.

The ANSWER of Joseph Pyke, Esq; One of the Deputy Wardens of Dean Forest, to the Precept of the Commissioners of the Land Revenue, dated 7th June 1787.

Gentlemen,

IN Compliance with your Request, in the First Place I inform you that the Place of Deputy Countable of the Forest of Dean was, in the First Institution, to hold Courts, in order to settle Disputes between the Micoers; but no Act of Parliament having ever passed to render the Decisions valid, they are seldom adhered to; and of late Years the Courts have been discontinued. The Place has no Perquisite, Fee, or Salary, no Tenements belonging to it, or any Walk; it is held at Pleasure under Lord Berkeley. The Bucks that ever came to my Share, have been Three or Four, by Warrant under Lord Berkeley's Hand; for each of which I paid the Keeper One Guinea as his Fee. Hay or Corn being purchased for the Deer, is what never came to my Knowledge; and I may safely say never was. The Number of Deer is impossible to ascertain, they are every Year diminished; great Quantities of Timber are felled Annually for the Navy, immense used and abused for the Coal Works. As to the specific Number of Trees felled for the Navy, I must refer you to the Deputy Surveyor; those used for the Coal Works to the Clerk of the Swanmoss. Encroachments numberless, by building small Tenements, inclosing Gardens to the same, One, Two, or Three Acres, by the idle Poor; and many large Inclosures by People in good Circumstances. Destructions shameful, of the Wood and Timber, in a great Measure owing to the Inattention of the Keepers in general. I wish it lay in my Power to render you any Information, tending to the Preservation of the Timber remaining, nothing short of a Capital Office would (I believe) ever preserve it.

Little Dean,
June 30th 1787.

I remain, Gentlemen,
Your obedient Servant,
J. PYKE.

N^o 21.

The ANSWER of Roynon Jones, Esq; Conservator, and One of the Verderers of Dean Forest, to the Precept of the Commissioners of the Land Revenue, dated 7th June 1787.

THE said Roynon Jones holds the Office of Conservator of His Majesty's Forest of Dean, in the County of Gloucester, and also the Office of One of the Verderers of the said Forest. As Conservator, he is to take Care of the Waste Lands inclosed in pursuance of the Statute 20th Ch' I.^a and of the Woods and Underwoods there growing; and, as One of the Verderers, he is to attend the Forest Courts, and take the Presentments of the Keepers. To the Office of Conservator he was appointed by the Lords of the Treasury during Pleasure, and to the Office of Verderer he was elected in pursuance of His Majesty's Writ, in open County, for Life; as Conservator, he receives a clear Annual Salary of £.64. 16s. which is paid by the Lord Warden; as Verderer, no Salary, Fees, or Emoluments, except One Buck and One Doe, Annually. As to Encroachments, Waste, and Spoil, within the said Forest, he hath from Time to Time caused Inclosures to be thrown open, and Cottages to be pulled down, and endeavoured to the utmost of his Power to prevent many other Spoils and Wastes committed within the Forest.

ROYNON JONES.

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N^o 22.

The ANSWER of Charles Edwin, Esq; Chief Forester in Fee, and Bowbearer, and One of the Woodwards of the Forest of Dean, in the County of Gloucester, to the Precept of the Commissioners of the Land Revenue, dated the 6th of September 1787.

THE said Charles Edwin holds, by Inheritance, the Office of Principal and Master Forester in Chief, or Chief Forester, of His Majesty's Forest of Dean, in the County of Gloucester; and also the Office of Bowbearer; and an Office intitled The Woodwardship of the Bearer, within the same Forest. He receives no Salary, Fee, or Emolument for the Exercise of either of the said Offices; but, by virtue of his Office of Chief Forester, he claims to be entitled to the right Shoulder of all Bucks and Does killed within the said Forest, and also to Ten Fee Bucks and Ten Fee Does, Annually, to be there killed and taken at his own free Will and Pleasure, with Licence to hawk, hunt, fish, and fowl within and upon the Forest aforesaid. As Bowbearer, it is his Duty to attend His Majesty with a Bow and Arrow, and six Men clothed in Green, whenever His Majesty shall be pleased to hunt within the said Forest. He cannot set forth the Number of Deer therein, and does not know what Venison Warrants are executed within the Forest for the Use of His Majesty.

The marking and felling of Wood and Timber within the said Forest, under Warrants from the Treasury, is required to be done in the Presence and with the Approbation of Two or more Justices of the Peace for the County of Gloucester, and the proper Officers of the said Forest, and (as one of the Justices of the said County) he hath heretofore frequently attended the marking of Timber directed to be felled as aforesaid, and on such Occasions always objected to the marking of Timber in an improving State; but, his Objections being often over-ruled, and at length wholly disregarded, by the Deputy Surveyor and Keepers of the said Forest, he discontinued such Attendance, as he found it of no Use to attempt the Correction of an Abuse which it was not in his Power to prevent. By such and the like Abuses, and the general Waste, Spoil, and Destruction, the Wood and Timber within the Forest aforesaid lessens very much in Quantity every Year.

The Encroachments within the Forest are exceedingly numerous, and he believes many of them have been made by the Keepers themselves, as well as others; besides which, and the Destruction of Wood and Timber, many other Abuses have been, and still continue to be committed within the Forest, to the great Injury of the Crown, and Destruction of the Forest; and, in particular, he remembers One Instance of Abuse, in the making and repairing of the Roads across the Forest, in the Time of the Surveyorship of the late Sir Edmund Thomas, as he was informed, by the Labourers then working on the Roads, that they were paid after the Rate of Eighteen Pence per Yard only for the making and repairing of such Roads; and, knowing that 3s. per Yard was charged to Government for the same Works, he questioned Mr. Joseph Mabbatt, the then Deputy Surveyor, thereon, who admitted the Fact.

CHA. EDWIN.

N^o 23.

The EXAMINATION of Thomas Blunt, Deputy Surveyor of the Forest of Dean, in the County of Gloucester; taken upon Oath, the 29th Day of March 1788.

THIS Examinant saith, That in the Month of September 1780 he was appointed Deputy Surveyor of Dean Forest, by John Pitt, Esquire, then Surveyor General of His Majesty's Woods, during Pleasure, at a Salary of Fifty Pounds per Annum: That the Duty of his Office, as Deputy Surveyor, was to execute such Warrants and Orders as were Officially sent to him from the Surveyor General, to whom he rendered an Account Annually of the Wood and Timber sold, and also of the Disbursements made in the Execution of Treasury Warrants, Rewards on the Conviction of Wood Stealers, and other incidental Outgoings: That the customary Fees or Perquisites of Office received by him, exclusive of his Salary, are as follows; (that is to say) Three Pence for every Cord of Wood made from the Wood and Timber felled under and by virtue of Treasury Warrants; the Tops of such Part of the Timber refused by the Purveyor of the Navy as unfit for Naval Use; the Tops of all Stolen Wood, and One Half Part of the Cordwood made from the Offal Wood of the Miners; and Four Pence or Six Pence for every Tree felled for the Use of the Miners; the Annual Amount of which Fees and Perquisites he cannot ascertain, having never kept any Account thereof, but believes that for the first Two or Three Years of his Appointment he received from 3 to £. 500 per Annum, but as well assured that for the last Year he hath not received more than £. 250, his Salary included, out of which Sum he has paid many Charges and Outgoings, which neither are

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or

or can be charged in his Accounts with the Surveyor General: That the Mode of Admeasurement of Timber felled for the Use of the Navy, according to the Practice used at the Time he first came into Office, was, for a certain Number of Trees to be marked, on the Spur of each Tree, by the Keeper or Keepers, in the Presence of the Contractor and Deputy Surveyor, which Trees were selected as fit for Naval Use by the Purveyor of the Navy, and a sufficient Number of Trees were set out as by their Computation would answer the Number of Loads ordered to be felled by the Warrant from the Treasury, and the Trees when felled were admeasured by the Contractor and Deputy Surveyor, who, from the accustomed Mode of Admeasurement, gave much greater Allowances than would have been done in the Admeasurement of Timber the private Property of Individuals, and as a Fee for such Admeasurement, the Deputy Surveyor received of the Contractor the Sum of One Shilling per Load, but all other Advantage arising from this Mode of Admeasurement was solely enjoyed by the Contractor; but that, in the Admeasurement of Timber felled for the Use of the Navy in the Year 1782, there was, on the casting up of the Quantity of Timber so felled, a Surplus, which was divided between the Contractor and this Examinant, as Deputy Surveyor, which he was informed and believed had been the customary Practice of his Predecessors in Office, and on the Division of such surplus Timber he received of the then Contractor the Sum of Fifty Pounds for his Share thereof, over and besides the usual Allowance of One Shilling per Load for the Admeasurement: That, conceiving this Practice to be a growing Evil, he acquainted Mr. Pitt, the then Surveyor General, therewith, who expressed his Disapprobation thereof, and he hath not, to the best of his Recollection or Belief, at any Time since received any Fee or Present whatsoever on the Sale of any Timber felled for the Use of the Navy, but the Admeasurement of Timber felled subsequent to the said Year 1782, hath been always made at the respective Dock Yards whereto such Timber was delivered: That, during the Time he hath acted as Deputy Surveyor, he believes that about 5,500 Loads of Naval Timber hath been directed to be felled on Dean Forest, but the Timber actually delivered into His Majesty's several Yards hath by Admeasurement greatly exceeded that Quantity, as the Examinant himself, since the Year 1783, to the 31st Day of August last, hath delivered into Plymouth Dock Yard 3,024 Loads and 37 Feet of Naval Timber, and at Deptford and Woolwich Yards 2,783 Loads and Twenty-nine Feet, making together 5,808 Loads and 16 Feet, exclusive of the computed Quantity of 1000 Loads delivered to Mr. Henry Mills (as Contractor for the Navy) in the Year 1781 and 1782: That he cannot ascertain the Quantity, in Loads of Timber, felled for Wood Sales, a great Part thereof having been sold by Auction unmeasured, and in Lots of Trees frequently scribbled and unthrifty: That no Fuel hath been cut, nor the Claim of any Person admitted or established for an Allowance of Wood or Timber, the Miners excepted: That no Justice of the Peace was ever present at the Time the Timber was marked for the Use of the Navy, but previous to the felling thereof it was viewed by Two Justices, who took a general View by riding through the Walk in which the Timber was marked, and afterwards certified the Number of Trees marked to be felled: That in the Case of Wood Sales, in order to judge of the computed Quantity of Timber in the Trees marked to be felled, he always took with him a Person whom he thought of competent Knowledge as to the Quantity of Timber in a growing Tree, and with his Assistance made the Computation, and the Trees were marked by the Keeper, and viewed by the Justices before they were felled, in like Manner as the Timber felled for the Use of the Navy: That Sales by Public Auction were advertised in the Gloucester Paper only, on the Monday preceding the Day of Sale; and, for the Information of Persons wishing to become Purchasers, they were by such Advertisements referred to the Keeper or Keepers who marked the Trees; and the Timber, when sold by Public Auction, was put up to Sale in distinct Lots of a certain Number of Trees in each Lot; but Sales by Private Contract were not at all advertised, and the Timber so contracted for was measured and sold by the Load, and on such Sales, and until the End of the Year 1782, he in general received from the respective Purchasers certain Presents or Gratuities, but no fixed Rate or Price per Load; since which Period, he hath not received any Present or Gratuity for the Admeasurement of Timber, but such Admeasurement hath been true, just, and fair, to the best of his Knowledge, Recollection and Belief: That, by virtue of several Treasury Warrants, and in pursuance of the Orders and Directions he from Time to Time received from the Surveyor General, he hath cut down many Trees which were growing on several of the Encroachments made on the Forest, and the Timber so cut down was sold for the Benefit of the Crown, in the same Manner as Trees cut on any other Part of the Forest, and the Monies arising by the Sale thereof hath always been duly accounted for to the Surveyor General: That he hath never cut down any Tree on either of those Encroachments as a Fee or Perquisite to himself, but there have been many Instances of Trees growing on such Encroachments being cut down by those Persons who made the Encroachments, and converted to their own Use: That he never received any Fee or Gratuity from any Person or Persons whomsoever, who had made or attempted to make any Inclosure or Encroachment on the Forest, but he hath heard it reported, that Gratuities have been received by other Officers of the Forest, though he knows not the name of his own Knowledge, and hath only heard such Reports since the issuing of the Precepts from the Honourable the Commissioners of Land Revenue to the respective Officers of this Forest: That he hath pulled down and destroyed many Cottages, Fences, and Inclosures, which have been made, or attempted to be made, during the Time he hath acted as Deputy Surveyor, and continued so to do until within these Three Years last past, or thereabouts, when his Life and Property were endangered by the repeated Threats and Insults of the Encroachers and their Party, which at Length compelled him to desist therefrom: That, upon every Application for Timber by the Miners, for the Use of their Works, the Keeper of the Walk in which the Mine is situated informs the Steward of the Swaninote Court, that Timber is wanted for such a Work, who affixes

his

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his Order for the Allowance thereof, directed to the Keeper, which Timber is then delivered to the Applicant; and he believes that within the Time of his Knowledge there has been about 2000 Loads of Oak Timber Annually felled for the Use of the Miners, of which at least One-fifth Part has been fit for Naval Purposes; and that the great Waste, Spoil, and Destruction of the Timber and Wood on the Forest is and hath been occasioned by an improper Application of the Timber delivered to the Miners for the Use of their Works, as he apprehends and believes that One Mowry or Half Part of the Timber which they have had delivered to them would have been more than sufficient to have answered every needful Purpose to which it ought to have been appropriated; and the Abuses which have existed, and do now exist, in the Forest, are principally owing to the great Increase of the Coal Works, the not holding regular Courts at the Speech House as usual for the Trial of Offenders, the depasturing a greater Number of Horses, Sheep, and Swine on the Forest than were formerly permitted, the Officers of the Forest being suffered to accept Fees and Perquisites, the Insufficiency of the Forest Laws, and the Lenity shewn by the Justices to Wood Stealers, by a Mitigation of their Penalties when convicted: That, under the Authority and Direction of the Surveyor General, he hath frequently seized large Quantities of Offal Timber, and such other Timber as the Miners could not use in their Works; and in particular, that on or about the 28th Day of January 1783, he seized and took 586 Feet of Oak Timber, and more than 200 Cleft Pieces of Oak, called Kibbles, which were found on the Grounds of one George Martin, who, after such Seizure, acknowledged that the same had been unlawfully taken and hauled away from off the said Forest, and that the same was the Property of His Majesty: He also seized, at the Fire Engine on the Forest, between Two and Three Waggon Loads of Timber, hewn up and converted by the Colliers into Coopers Wares for Market: That he divided and applied such Seizures agreeable to the Instructions he received from Mr. Pitt; and, by the Sale of 96 Loads and 19 Feet of Timber so seized, he caused a House to be built in Stapleidge Inclosure, for the Preservation of that Inclosure, which cost Forty-three Pounds or thereabouts, and the Balance of the Timber sold still remains to be accounted for by this Examinant: That for preventing, as much as possible, the like Abuse in future, he hath taken divers Bonds and other Securities, in large Penalties, to be forfeited by the Obligors, in Case they should ever after be detected in the stealing of Wood and Timber from the Forest, or misapplying the Timber delivered to them for the Use of their Works: That the Roads which have been made and repaired in the Forest since his Appointment, have in general been so done by Persons immediately employed by himself, an Estimate having been first made by Two Persons appointed by him to measure and value the Works intended to be done, which, if approved of by the Surveyor General, the Examinant then undertook the Works, at the Rate or Price fixed on by such Two Persons; and the Works, when completed, were surveyed by Two Justices of the Peace, who certified the same to be executed agreeable to the Contract: That there are Two Great Roads leading across the Forest, which have been made and kept in Repair by the Produce of Timber felled and sold for that Purpose, and on which by far the greater Part of the Expence for Roads has been bestowed; the one enters the Forest at Michel Dean, and proceeds quite across the Forest to Colson, the other Road leads from Little Dean to Colford: These Two Roads have been made chiefly with a View to the Convenience of the Public, being the principal Roads from Gloucester to South Wales; neither of which Roads, nor others which have been made and amended at a considerable Expence to the Crown, are any Way conducive to the Preservation of the Forest, as they are but of little Use in the Conveyance of Timber felled for the Use of the Navy, the Navy Timber in general being carried by a distinct Road, leading from the Forest towards Blakeney, which induces him to believe that the Roads lately made are disadvantageous to the Forest, more Carts and Waggones having been used since the making of the Roads, in the fetching and carrying away of Coal, greater Quantities of Timber used in the Coal Works, and much more Timber secretly conveyed away under the Coal, than heretofore; which Practice he believes might in a great Measure be prevented, by the erecting of Turnpike Gates on the Roads, the Tolls whereof would be fully sufficient to keep the Roads in necessary Repair: That he hath also made and repaired the Fences in the Forest, and employed Labourers, either by Contract or Day Work, in those Businesses; and when the Works were completed, a Receipt was taken for the Total Amount of the Monies paid, either from the Contractor, or from some One of the Workmen, which was a Voucher for the Allowance thereof to him in his Account with the Surveyor General: That out of the Monies by him charged for making and repairing the Roads and Fences aforesaid, he always paid to the Surveyor General the Sum of One Shilling in the Pound: That from the Time of his Appointment to the Office of Deputy Surveyor, until about Midsummer 1783, he retained, for the Use of the Surveyor General, the Customary Fee of One Shilling in the Pound, out of the Monies by him received for all Wood and Timber felled by virtue of Warrants issued from the Treasury for Wood Sales within the Forest; but that, since the said Year 1783, it has been the Practice (as the more eligible Mode of collecting such Pounds) to calculate or receive from the respective Purchasers of such Wood and Timber so felled as aforesaid, the Purchase Money for the same in Guineas, and account to the Crown only for so many Pounds, by which the additional Shilling was retained without Account; so that, in Fact, the Surveyor General received $\frac{1}{5}$ per Cent. out of such Purchase Monies, over and besides the Sum of One Shilling in the Pound, which this Examinant is informed and believes is allowed by the Auditor on the same Monies, on passing his Account, which together made a Fee or Perquisite to the Surveyor General of Ten Pounds per Cent. on the Produce of all Wood Sales, exclusive of the Sum of One Shilling in the Pound paid to the Surveyor General by the Examinant, out of the Monies by him charged for making and repairing the Roads and Fences as aforesaid.

THO^S BLUNT.

N° 24.

ABSTRACT in the Examinations of the Six Keepers of the Forest of Dean, taken upon Oath.

	Thomas Harvey, Sworn 16th May 1788.	William Stephens, Sworn 16th May 1788.	Richard Bennett, Sworn 16th May 1788.	John Brett, Sworn 16th May 1788.	Robert Falk, Sworn 16th May 1788.	Richard Bradley, Sworn 21 April 1788.
Appointment.	Such, That in the Year 1771, he was appointed Keeper of the Speech-boufe Walk, in Dean Forest, by Frederick Augustus Earl of Berkeley, during the Pleasure of the said Earl.	That, about 29 Years ago, he was appointed Keeper of Blakeney Walk, by the said Earl, during his Pleasure.	Appointed Keeper of Worcester Walk, in 1778, by the said Earl, during his Pleasure.	Appointed Keeper of Loximer Walk, in 1766, by the said Earl, during his Pleasure.	Appointed Keeper of Park-end Walk, in 1766, by the said Earl, during his Pleasure.	Appointed Keeper of Ruardean, or Herbert's Walk, in 1786, by the said Earl, during his Pleasure.
Duty.	That the Duty of his Office is to preserve the Vert and Venison in the said Forest.	The like.	The like.	The like.	The like.	The like.
Salary.	That his Salary is £.22, which is paid by the Agent of the said Earl of Berkeley.	£.22.	£.22.	£.22.	£.22.	£.22.
Lodge and Land.	That, by virtue of his Office, he occupies a Lodge or House, Garden, and other Buildings, and 49 Acres of Land, of which 14 Acres are Arable, 7 Acres Meadow, and the Residue rough Pasture.	A Lodge, &c. and 30 Acres of Land, One Moiety in its rough State, the other cleared for Corn or Pasture Land.	A Lodge, &c. and 30 Acres of Land, of which 12 1/2 Acres are Arable, 9 Acres Meadow, and the Residue rough Pasture.	A Lodge, &c. and 30 Acres of Land, of which Nine Acres are Meadow, and the Residue rough Pasture.	A Lodge, &c. and 30 Acres of Land, of which about 10 or 12 Acres are Meadow, and the Residue rough Pasture.	A Lodge, &c. and about 26 Acres of plowed Land, and Two Acres of uncultivated Land.
Stock of Cattle.	That he usually keeps a Stock of 4 Horses, 4 Colts, 4 Cows, 4 Bulls, 6 Pigs, and about 40 Sheep, in the Winter and Summer Seasons.	Two Horses, Six Oxen, and from 80 to 100 Sheep, with a few Pigs for Family Use.	Three Horses, 2 Bulls, Two Pigs, and about 30 Sheep.	Three Horses, 5 Cows, Five Pigs, and about Forty Sheep.	Two Horses, 4 Cows, Six young Horned Cattle, 3 Pigs, and 60 Sheep.	Four Oxen in Winter, One Horse, 6 Pigs, and 8 Geese for Family Use.
Additions.	That, about 15 Years since, he inclosed from the Forest One Acre of Land, and, about Five Years since, the further Quantity of Two Acres, adjoining to his Lodge Land, for the better Support of the Cattle kept by him for the Exercise of his Office, and domestic Purposes.		That, about Two Years since, he caused a Slip of Land, containing about One Quarter of an Acre, situate between Two of his Lodge Inclosures, to be laid open to the said Inclosures.	That, about Five Years since, he inclosed 6 Acres of rough Land, adjoining his Lodge, for the necessary Support of his Cattle.		

Annual Value of Lodge, Land, and Right of Common.	That he believes his House, Lodge, and Land, with the Privilege of Common on the Forest, to be worth about £. 40 per Annum.	£. 33 per Annum.	£. 30 per Annum.	£. 30 per Annum.	£. 30 per Annum.	£. 20, 10, or thereabouts.
Penalties for Cattle trespassing.	That he takes to his own Use the following Customary Fines or Penalties, for Cattle trespassing within the Forest in the Fence Month and Winter Haining, (viz.) for Horses, Mares, Colts, and Floated Cattle, 4 <i>d.</i> each; Colts unflood, 1 <i>s.</i> each; Sheep of all Sorts, 2 <i>d.</i> each; Hogs ringed, 4 <i>d.</i> each; and for Hogs unringed, at any Time trespassing, 1 <i>s.</i> each: Which Penalties are paid by the respective Owners of such trespass Cattle, when impounded by him, on driving his Walk.	The like.	The like.	To the like Effect, and also that within his Walk there is a Moor called Wallenooe, whereon great Numbers of Geese are Annually trespassing in the Fence Month, which are driven, and Ees taken for such Trespass Geese, after the Rate of 3 <i>s.</i> 4 <i>d.</i> per Score.	To the like Effect as Tho ^r Harvey.	The like.
Persons entitled to Common.	That he hath always understood that all the Inhabitants within the Hundred of Saint Briavell's, and of the Parishes of Acre, Blaydown, Alvington, Longhope, Newnham, Hopemantel, and the Tything or Hamlet of Huncham, have Right of Common within the Forest in Commonable Seasons of the Year; and that they pay for the same certain Dues, called Herbage Money, to the Use of the Earl of Berkeley.	The like.	The like.	The like.	The like.	The like as to the Inhabitants within the Hundred of St. Briavell's, but he does not mention the Parishes; and that the Herbage Money is collected by the Bailiff of the Hundred of St. Briavell's.
Cattle admitted.	That he admits all Cattle turned into his Walk in Commonable Seasons, as supposing them to belong to Persons entitled to Common in the Forest.	The like.	The like.	In general he admits all Cattle, but hath sometimes met with the Cattle of Foreigners, or Persons not having Right of Common, and the Owners have been prosecuted for the same.	He never enquires to whom the Cattle belong, supposing them to be the Property of Persons entitled to Common in the Forest.	Admits all Cattle, as supposing them to belong to Commoners; and drives his Walk Twice to the Fence Month and Once in Winter Haining for clearing the same from Sheep, and Thrice in the Fence Month and Twice in the Winter Haining for Horses and other Cattle.

	James Holmes.	William Stephens.	Richard Bennett.	John Brett.	Robert Esft.	Richard Bradley.
Number of Cattle trespassing, and Anno ^d of Penalt ^y .	That he cannot fet forth the Number of Cattle trespassing within his Walk, but believes that the Penalties he hath received for such Cattle have amounted Annually to £. 20, or thereabouts.	Cannot fet forth the Number of Cattle trespass ^g , or the Anno ^d of Penalt ^y received.	Cannot fet forth the Number of Cattle trespass ^g , but the Penalt ^y rece ^d have amounted Annually to about £. 20.	Cannot fet forth the Number of Cattle trespass ^g , but the Pen ^t have amounted, One Year with another, to £. 35 or thereabouts.	Cannot fet forth the Number of Cattle trespass ^g , but the Penalties received have amounted, One Year with another, to £. 15 or thereabouts.	Cannot fet forth the Number of Cattle trespassing, but believes the Penalt ^y by him received to be £. 20 per Ann. or thereabouts.
Number of Deer.	That as the several Walks within the Forest lie open to each other, he cannot fet forth the particular Number of Deer within his Walk, but believes there may be in the whole Forest about 500 Deer of all Sorts; and as to the Number of Warrants or Orders for killing Deer, he refers to the Steward of the Swanmoor Court, into whose Office the same are Annually returned.	The like.	The like.	The like.	The like.	The like.
Fees on Deer.	That he receives for execut ^d every Warrant or other Authority for killing a Buck 1 Guinea, and for every Doe Half a Guinea.	The like.	The like.	The like.	The like.	The like, except from One Person, not named by him.
Fees on Delivery of Timber to Miners.	That he receives, on execut ^d every Order or Delivery of Timber to Miners or Colliers, Six Pence for every Tree.	On every Order One Shilling.	The like Fee.	The like Fees of 1 s. on every Order.	The like Fee.	The like Fee.
Perquisites from the Offal Wood, and Bark of Miners Timber and felled Timber.	He likewise takes to his own Use the Half of all Offal Wood of Miners, and felled Timber, within his Walk, and the Lengths or Pieces of Trespals or felled Timber, called Kibbles, found in his Walk, together with the Bark of all Miners Timber, and Trespals or felled Timber, within the same.	The like.	The like.	The like; but Legimer Walk having been entirely cleared of Timber for about Six Years past, he hath made no Profit from Wood or Bark within that Time.	The same as The Harvey.	The like.
Annual Value of Offal Wood, &c.	That his Moiety of the Offal Wood within his Walk hath amounted Annually to about 75 Cords, which at 4 s. 6 d. per Cord amounts to £. 26. 12 s. 6 d. per Annum.	That his Moiety of Offal Wood hath amounted from 30 to 40 Cords, at £. 40 per Annum.	About 45 Cords Annually, worth about £. 10.	But for the preceding 4 Years, his Share of Offal Wood was worth about £. 10 per Annum.	Eighty Cords Annually, worth £. 18, or thereabouts.	About 104 Cords the First Year, worth 4 s. 6 d. per Cord, clear of Cut ^t , but the Deputy Surveyor of the Forest of the Cord Wood.

	Thomas Harvey.	William Stephens.	Richard Bennett.	John Brett.	Robert East.	Richard Bradley.
Number of Coal Pits and Colliers.	That there are within his Walk 7 Coal Pits, in which are employed 13 Men, Free Miners, 8 Boys who are working their Freedom, and 2 Women, who are employed in one of the Coal Works; but what Quantity of Coal is Annually raised from such Pits he cannot set forth.	There are within his Walk 7 Coal Pits, but cannot tell the Number of Persons employed therein, or the Quantity of Coal raised therefrom.	Seventeen Coal Pits, in which are employed 31 Men, Free Miners, and 17 Boys who are working their Freedom; cannot set forth the Annual Quantity of Coal raised.	Eight Coal Pits, in which are employed 44 Men, Free Miners, 27 Boys who are work ^d their Freedom; cannot set forth the Quantity of Coal Annually raised.	Eight Mines of Iron Ore, in which are employed about 20 Men, Free Miners, and 3 Boys who are work ^d their Freedom; also 39 Coal Pits, in which are employed 91 Men, Free Miners, and 21 Boys who are work ^d their Freedom, but the Quantity of Iron Ore or Coal he cannot set forth.	28 Coal Pits, in which are employed 133 Men and Boys, Free Miners, besides 4 Women; but the Quantity of Coal raised he cannot set forth.
Mode of Delivery of Timber to Miners.	That when the Miners supplied from his Walk are in Want of Timber for the Use of their Works, they apply to the Keeper, who thereupon views such Works; and when satisfied that Timber is wanted for such Works, he certifies the same to the Steward of the Swanmote Court, who issues an Order for the Delivery of such Timber. That the Orders are brought by the respective Miners to the Keeper, who, with the Deputy Surveyor or his Agent, attended by the Miners, mark and deliver the Timber accordingly. That the Orders are returned to the Swanmote Co ^t on the 25 th Sept ^r in every Year, each Order indorserd with the Number of Oak or Beech Trees delivered by virtue thereof.	To the like Effect.	To the like Effect.	To the like Effect, before his Walk was cleared of Timber.	To the like Effect.	
Trees deliv ^d .	That in general he delivers 4 Trees on each Order, and that the Trees by him usually delivered contain, on an Average, about 35 Feet each. That none are delivered fit for the Navy, excepting when the Miners are sinking new Pits, and taking up old Pits, when it is necessary for them to have good cleft Timber; and that the Trees for cleft Stuff might be applied to Naval Purposes.	He delivers 2, 3, or 4 Trees on each Order, but never more than 4 Trees on each Order, which amo ^t to about 100 Trees Annually. That he delivers none but shaven and damaged Trees, unfit for Naval Use, and refused by the Purveyor, of Size from 20 to 40 Feet or thereabouts.	In general he delivers Three Trees on each Order, which never exceed a Ton each, and are oftentimes much less in Quant ^y , and mostly shaven and donard Trees, unfit for the Navy; and he believes the Whole of the Timber by him deliver ^d to the Miners within his Walk hath been applied to the Use of their Coal Works.	He usually deliv ^d 2, 3, or 4 Trees on every Order, as Occas ⁿ might require, which Trees, on an Average, might contain the Quant ^y of 3 Tons or thereab ^{ts} on every Order, and none fit for Naval Use, save when a Miner was sink ^g a new Pit, when it became occas ⁿ to let him have a large kind Tree for cleft, which might be used for Naval Purposes.	Cannot exactly set forth the Quantity of Timber each Delivery may amo ^t unto, but believes it does not exceed two Tons on every Order; and the Timber so deliv ^d hath been shaven and donard Timber, unfit for the Use of the Navy.	On every Order the Number of Trees deliv ^d at the Lea Bailey is 4, but where he refides the Trees being smaller, 5 are deliv ^d on most Orders, which may contain from 5 to 8 Loads or Tons on each Order; none are deliv ^d but such as are unfit for Naval Use. Some of the Trees deliv ^d contain about 2 Loads or Tons in each Tree, including the Limb or Branches, and some not more than One Load or Ton.

That, about 5 or 6 Years since, One Knee and 3 Crooks or Bends were taken out of Miners Timber in his Walk, by Order of the Deputy Survey^r; but whether the same was fit for Naval Use, or how disposed of afterwards, he cannot set forth.

That he hath heard, and believes, the Miners have frequently misapplied a Part of their Timber, by dispos^d of the same for Board, Quarter, and other Purposes for Building, and he hath taken from divers Persons at diff^t Times a Quantity of Vessel Staves hewn up for the Purpose of making Casks, which is now in his Possession. That Timber is deliv^d from his Walk to 4 Pits, called True Blue and Windrells, out of the Limits of the Forest, but within the Hundred of St. Briavell's, pay^d Gale to the Gaveler of the Forest.

Does not remember any Knees or Bends to have ever been cut out of the Timber deliv^d to the Miners within his Walk.

That he hath had freq^t Reason to believe that the Miners have misapplied Part of the Timber deliv^d to them for the Use of their Works, and particularly, abo^t 9 Years since, he saw one W^m Whetstone load 4 Horses with Part of the Timber by him deliv^d for the Use of a Coal Work called the Tail Levell, for which an In^distm^t was preferred ag^t Whetstone, who was convicted, and fined £. 5 for such Abuse.

Believes Part of the Timber hath been frequently misapplied, he has^t sev^l Times found fresh Oak Timber converted into Spokes for Wheels and Staves for Vessels, hid and secreted in and about several Coal Works within his Walk, and for such Misappl^d the Miners so offend^d have been refused Timber for a considerable Time afterwards, which Spokes and Staves, when found, he hath taken to his own Use as a Perquisite of Office, and the Quantity he hath so taken within the last 10 Years may have amounted in the Whole to One Ton, or thereabouts.

That he never suffers any Thing to be taken out of Colliers Timber, until they have used all they can; and if at any Time there sho^d remain Official Timber that cannot be used in their Works, the Deputy Surveyor has it.

That he hath at Times had great Reason to suspect the Colliers misapplied Part of the Timber deliv^d to them, by having found Vessel Timber for Coopers Ware hid near their Works, which he hath taken away, but as he could not prove that it was from such Timber, he hath never been able to convict any Miner for such Offence.

That no Knees or Bends, fit for Naval Use, are ever cut out of the Timber deliv^d to the Miners within his Walk, but that small Knees or Bends, fit for small Craft, have been taken out of the Tops or Offal Part of such Timber, unfit for the Use of the Miners, after being left by them; and that such Knees or Bends may amount to 10 Tons Annually, or thereabouts.

That he hath had frequent Reason to believe that Part of the Timber deliv^d to the Miners for the Use of their Works hath often been misapplied, and Informat^{ns} have been exhib^d against some of them, and the Offenders punished for such Abuse; and in particular, about 3 Years since he deliv^d Oak Timber to one Ja^s Tingle, a Free Miner, and his Verres (or Partners) at a Coal Work called the Fire Engine, and a Suspici^{on} aris^d that Part of such Timber was converted and secreted by such Miners, an Informat^{on} was made and a Search Warr^t obtained, when a large Quant^y of Vessel Head^s and Staves for Casks, contain^g about a Ton, was found in the Possess^{ion} of the said Tingle, but for Want of sufficient Evid^{ence} of the Convers^{ion} of such Timber the Miners were only compelled to pay the Costs of the Proceed^{ings}, and enter into Bond for their future good Conduct; which Head^s and Staves were divided between himself, the Deputy Surveyor, and his Assistants, as Perquisites of Office.

Misapplicat^{ion} of Timber by Colliers.

	Thomas Harvey.	William Stephens.	Richard Bennett.	John Brett.	Robert East.	Richard Bradley.
Encroachments.	That there are within his Walk One Cottage, and 2 Inclosures or Encroachments,	That there are 56 Cottages, One Charcoal House and Timber Shed, and 328 Patches or Plecks of Land, within his Walk, many of which Incroach ^{ts} were made long before his Appointment, and others since, and that he hath used his utmost Endeavours to prevent such Incroachments.	193 Cottages, and 565 Plecks of Land, within his Walk, many of which, &c.	41 Cottages, 165 Patches of Land, many of which, &c.	125 Cottages, 3 Barns, and 444 Plecks of Land, many of which, &c.	44 Houses, 61 Cottages, 570 Plecks of Land, many of which, &c.
Waste.	That great Waste and Destruction hath from Time to Time been committed against the Vert and Venison of the said Forest, notwithstanding his utmost Endeavours to prevent the same.	To the like Effect.	To the like Effect.	To the like Effect.	To the like Effect.	To the like Effect.
	(Signed) THO ^s HARVEY.	W ^m STEPHENS.	RICH ^d BENNETT.	JOHN BRETT.	ROB ^t EAST.	RICH ^d BRADLEY.

N° 25.

The EXAMINATION of George Caesar Hopkinson, Esquire, Gavellet of the Forest of Dean; taken upon Oath, the Fourth Day of April 1768.

THIS Examinant saith, That His present Majesty, by Letters Patent bearing Date the Fourth Day of June, in the Twenty-second Year of His Reign, gave and granted unto this Examinant the Office and Offices of Keeper of the Gawles above and under the Wood, Riding Poles, and Ale Corner within His Majesty's Forest of Dean in the County of Gloucester (but commonly called Gavellet of Dean Forest) to hold the same during His Majesty's Pleasure, together with all Wages, Fees, Profits, Rewards, Perquisites, Allowances, Dues, Commodities, Advantages, Liberties, and Privileges whatsoever, to the said Office respectively belonging; Thus the Duty of the said Office of Gavellet is to preserve His Majesty's Rights in the Mines of Coal, and other Mines within the said Forest, and to receive His Majesty's Share of the Iron Ore and Coal raised from such Mines, or the Compositions paid by the Miners in lieu thereof: That this Examinant hath been informed, and believes, that His Majesty is entitled to One Fifth Part of all the Iron Ore or Coal raised within the said Forest, or to put a Sixth Man into every Pit or Work carried up there, and to have a proportionable Share of the Produce of such Work free from all Expenses whatever, which Share this Examinant is informed was formerly taken in Kind, and that the Gavellet then had Six Deputies or Assistants for collecting the same; but that for many Years past the Miners and Colliers have paid an Annual Acknowledgment or Composition in Money for such Share, the Gavellet or his Deputy agreeing with them as to the Sum to be paid on that Account: That upon marking or gavellet the Ground, for a Free Miner to begin a new Pit or Level, the Miner pays to the Gavellet for his Attendance, and for entering the same, a Fee of Five Shillings, over and besides the Annual Compositions aforesaid: That a Court called the Mine Law Court was formerly held at the Speech House in the said Forest, by the Deputy Wardens and Deputy Constables of the said Forest, for the Regulation of all Matters relating to the said Mines, and for settling Disputes and Questions between the Miners, at which Court the Gavellet or his Deputy used to attend to receive all Fines imposed for any Offences cognizable by the said Court, and all other Profits due to the King; but that for some Years past the Deputy Wardens and Deputy Constables have discontinued holding the said Court, but for what Reason this Examinant knoweth not: That this Examinant hath no Salary for the Exercise of the said Offices, or either of them, but that as Gavellet he receives and takes to his own Use, as his Predecessors have always done, all the Fines, Fees, or Compositions paid by the Miners or Colliers as aforesaid, without rendering any Account thereof, the Gavellet paying or allowing to his Deputy such certain Salary, or such Share of the said Fees and Compositions, as he thinks fit: That this Examinant received, by Agreement with his late Deputy, Mr. Philip Robinson, the Annual Sum of One hundred Pounds, and allowed him to retain to his own Use the Residue of the said Fees, Compositions, and other Profits, for assisting him in executing the said Office: That, according to an Account made out in August last, by the said Philip Robinson, there were then within the Forest of Dean 121 Coal Pits (Thirty-one of which were not actually in working) which Pits produced 1,316 Tons of Coal per Week: That there were 662 Free Miners concerned and employed therein, and that the Annual Compositions paid by them amounted to £. 215. 8s. or thereabouts: That there is no regular Iron Mine Work now carried on in the said Forest, but, according to the said Account of the said Philip Robinson, there were about Twenty-two poor Men, who, at Times when they had no other Work to do, employed themselves in searching for and getting Iron Mine or Ore in the old Holes and Pits in the said Forest, which have been worked over many Years; and that they Annually pay to the Gavellet Four Shillings per Man, amounting to the Yearly Sum of Four Pounds Eight Shillings, which, with the aforesaid Annual Compositions of £. 215. 8s. paid by the Colliers, make together £. 219. 16s. per Annum; and that the Fees paid to the Gavellet, upon marking or gavellet Ground for beginning new Pits or Levels, have amounted, One Year with another, to about Forty Shillings a Year: That many of the Miners and Colliers are so poor that no Money can be collected from them; and there are great Arrears of Compositions due to this Examinant, and some incurred in the Time of his Predecessors, and still remaining unpaid: That while the Mine Law Court continued to be held, the Payment of the said Dues and Compositions was enforced in a speedy and effectual Manner; but that since the said Court hath been discontinued the Gavellet hath been put to great Trouble and Expence in bringing Actions for recovering the same: That this Examinant hath always understood, and believes, that the Crown is entitled to all the Mines of Iron and Coal within the whole Perambulations of the Forest, whether the Lands in which such Mines are found be Freehold, and in Cultivation, or otherwise; and that there are at this Time in working Two Pits, called True Blue and Windrells, not within the Lands belonging to the Crown in the said Forest, but within the Perambulation thereof, for which Pits this Examinant receives the customary Gale Duty or Composition.

G. C. HOPKINSON.

N° 25.

N^o 26.

EXTRACT of a Letter from Mr. Thomas Blunt, Deputy Surveyor in Dean Forest; received at the Land Revenue Office, May 3th 1788.

WITH respect to the Price of Coal raised in the Forest at the Pits Mouth, it varies in the different Parts of the Forest; and, as you direct me to make an immediate Return, I am only able at present to inform you, that House Fire Coal, in the Mitchel Dras Side the Forest, is sold at the Pits Mouth for 4s. 6d. per Ton, of 20 Cwts.—Smith Coal 3s. 3d.—Lime Coal 2s. per Ton. When sold by the Waggon Load at the Pits Mouth, and the Purchaser brings Victuals and Drink for the Colliers, the Price of a Waggon Load is 10s. of House Fire Coal—Smith Coal 6s. 6d.—Lime Coal 4s.—On the Coleford Side the Forest, House Fire Coal is sold at the Pits Mouth for 3s. 9d. per Ton of 20 Cwts.—Smith Coal 2s. 9d.—Lime Coal 1s. 3d.—By the Waggon Load at the Pits Mouth, House Fire Coal 8s. 6d.—Smith Coal 5s. 6d.—Lime Coal 2s. 6d.—This Information I believe you may depend upon, as I received it from a reputable Collier, who hath Works on this and on the Coleford Side the Forest.

THOMAS BLUNT,
Abioghall, May 3^d 1788.

N^o 27.

The EXAMINATION of Thomas Wood, Watchman, and Sworn Deputy Keeper in Dean Forest.

THIS Examinant saith, That he was appointed Watchman of Dean Forest by the Surveyor General of His Majesty's Woods; he is also sworn a Deputy Keeper of the said Forest, his Duty is to detect Wood Stealers, and assist the Keepers. He occupies a House and a few Acres of Land, worth about Eight or Ten Pounds per Annum; and he receives a Salary of Ten Pounds per Annum, paid by the Surveyor General. He has no certain or casual Fees or Emoluments, except on the convicting Offenders, and then he has the Fine the Justice may think proper to determine shall be paid by the Offender. He does not know of any Spoil or Waste committed in the Forest except by the Colliers; the Timber Stealers at present do but little Mischief.

THOMAS WOOD.

N° 28.

AN ACCOUNT of all Monies paid to John Pitt, Esquire, and Sir Edmond Thomas, Bart. late Surveyors General of His Majesty's Woods, by Debitures on any of the Receivers of His Majesty's Land Revenue, within the Audits of James West and Henry Shelley, Esq's, from the 1st of January 1761, to the 31st December 1786, stating the Amount paid in each Year.

		In Mr. Auditor West's Division.					£. s. d.		
		Dates of Warrants.							
John Pitt, Esq'.		1761.							
		1 Apr' 1761.	Repairs at Bigshot Lodge	—	—	—	810	2	6
		24 Aug' 1761.	D ^r — Windsor Forest	—	—	—	154	15	6
		1762.							
		6 June 1762.	D ^r — in D ^r —	—	—	—	—	—	—
		1763.							
		18 Feb. 1763.	D ^r — in D ^r —	—	—	—	526	17	—
		Sir Edmond Thomas, Bart'.		24 June 1763.	D ^r — in St. James's Park	—	—	—	1,057
19 Aug' 1763.	D ^r — in D ^r and Hyde Park			—	—	—	1,261	16	9
2 Nov' 1763.	D ^r — in Hampton Court Park			—	—	—	1,137	15	7
1764.									
11 Feb. 1764.	D ^r — in Windsor Little Park			—	—	—	1,612	4	10½
20 Feb. 1764.	D ^r — in St. James's and Hyde Parks			—	—	—	1,082	16	—
D ^r —	Re-building Lady Croft's Lodge, in New Forest			—	—	—	177	9	9
19 D ^r 1764.	Repairs in Richmond New Park			—	—	—	922	1	6
Matthew Coker, Esq' as Surveyor.				1765.					
		16 Mar. 1765.	A new Lodge in St. James's Park	—	—	—	333	19	6
		D ^r —	A D ^r — in Richmond New Park	—	—	—	536	6	—
		20 Sep' 1765.	D ^r — in Greenwich Park	—	—	—	263	20	8½
		28 D ^r —	D ^r — at Hampton Court Studd	—	—	—	226	7	8
		1766.							
		20 Mar. 1766.	D ^r — in St. James's and Hyde Parks	—	—	—	1,511	14	—
		D ^r —	D ^r — in D ^r —	—	—	—	1,034	15	3½
		3 Apr' 1766.	Repairs in Windsor Forest	—	—	—	294	15	—
J. Pitt, Esq'.		5 June 1766.	D ^r — in the Green Park	—	—	—	1,072	2	6
		20 Aug' 1766.	D ^r — at Cranbourne Lodge, Windsor Forest	—	—	—	3,200	—	—
		1767.							
		16 Apr' 1767.	D ^r — at Ironhill Lodge, in New Forest	—	—	—	400	—	—
		1 June 1767.	D ^r — at D ^r —	—	—	—	227	19	5
		3 Dec' 1767.	D ^r — in Busby Park	—	—	—	1,800	—	—
		1768.							
		21 Jan' 1768.	Repairs in Richmond New Park	—	—	—	200	—	—
Sir E. Thomas, Bart'.		19 Apr' 1768.	D ^r — in St. James's and Hyde Parks	—	—	—	822	10	—
		29 June 1768.	D ^r — at the New Lodge, in Cranbourne Chase	—	—	—	726	5	—
		D ^r —	D ^r — at the New Lodge, St. James's Park	—	—	—	1,072	2	6
		14 July 1768.	D ^r — at Cranbourne Lodge, in Windsor Forest	—	—	—	536	6	9
		D ^r —	D ^r — at D ^r —	—	—	—	463	13	3
		6 Dec' 1768.	D ^r — in Hyde Park	—	—	—	554	14	—
		1769.							
		16 Mar' 1769.	Repairs at Ironhill Lodge	—	—	—	364	12	4
		12 May 1769.	D ^r — Windsor Little Park	—	—	—	390	—	—
27 June 1769.	D ^r — at Ironhill Lodge	—	—	—	627	19	5		
							1,382	12	9
Carried over							£.	25,938	1 9½

Dates of Warrants.		Brought over	—	—	£.	25,938 1 9½
		1770.				
28 Mar. 1770.	Repairs at Bigshot and Landhurst	—	—	439	19 1	
15 May 1770.	D ^r in St James's and Hyde Parks	—	—	1,015	6 —	
19 June 1770.	D ^r in Richmond New Park	—	—	1,133	12 —	
5 Sep ^r 1770.	D ^r in Windsor Little Park	—	—	65	— —	2,708 17 1
		1771.				
20 June 1771.	D ^r St James's and Hyde Parks	—	—	897	5 11½	
29 Oct ^r 1771.	D ^r at Hampton Court	—	—	491	13 8	1,388 19 7½
		1772.				
16 July 1772.	D ^r to Bigshot Rails Walk in Windsor Forest	—	—	162	15 9	
28 July 1772.	D ^r in Richmond New Park	—	—	1,470	6 6	
17 Oct ^r 1772.	D ^r in St James's and Hyde Parks	—	—	1,549	6 —	
24 Nov ^r 1772.	D ^r to Cranbourne Lodge	—	—	502	14 3	3,685 2 6
		1773.				
6 May 1773.	D ^r Windsor Little Park	—	—	499	12 —	
11 May 1773.	D ^r Greenwich Park	—	—	312	6 —½	811 18 —½
		1774.				
30 June 1774.	D ^r Swinley Lodge, Windsor Forest	—	—	1,100	8 5	
27 July 1774.	D ^r Windsor Little Park	—	—	970	17 —½	
4 Aug ^r 1774.	Allowances 5 Yrs. for Hay and Turnips for the Deer } in Windsor Forest	—	—	175	— —	
	D ^r Works in St James's and Hyde Parks	—	—	1,886	16 —	
18 Nov ^r 1774.	D ^r New Lodge Walk, Windsor Forest	—	—	824	10 6½	4,957 11 11½
		1775.				
4 Mar ^h 1775.	D ^r Swinley Lodge, Windsor Forest	—	—	1,022	16 6	
	D ^r Richmond New Park	—	—	1,537	14 10	
29 Ap ^r 1775.	D ^r Bigshot Rails, Windsor Forest	—	—	450	3 10	
	D ^r New Lodge Walk, Windsor Forest	—	—	362	10 —	
22 June 1775.	Works at Rhinefield Lodge, New Forest	—	—	270	— 2	
28 July 1775.	D ^r Cranbourne Lodge, Windsor Forest	—	—	750	6 11	
15 Nov ^r 1775.	Re-building Datchet Bridge	—	—	747	19 6½	5,041 17 9½
		1776.				
5 June 1776.	Works, Richmond Park	—	—	1,162	6 —	
	D ^r St James's and Hyde Parks	—	—	1,605	— —	
17 July 1776.	D ^r Bigshot Rails, Windsor Forest	—	—	485	1 —	
19 July 1776.	D ^r Greenwich Park	—	—	1,602	8 —	
3 Dec ^r 1776.	To stock several Parks with Deer	—	—	450	— —	5,304 15 —
		1777.				
11 Ap ^r 1777.	Repairs, Hampton Court	—	—	596	1 —	
29 July 1777.	D ^r Richmond Park	—	—	1,496	17 —	
	D ^r St James's and Hyde Parks	—	—	2,429	15 —	4,528 13 —
		1778.				
		None.				
		1779.				
15 May 1779.	Repairs, St James's Park	—	—	87	1 6	
10 July 1779.	D ^r at Datchet Bridge	—	—	354	1 6	
	D ^r Richmond New Park	—	—	1,072	2 6	1,513 5 6
		1780.				
11 Aug ^r 1780.	Repairs in Richmond New Park	—	—	841	4 —	
	D ^r St James's and Hyde Parks	—	—	2,565	3 10	
21 Aug ^r 1780.	D ^r Greenwich Park	—	—	1,267	17 4	4,774 5 2
		1781.				
15 May 1781.	Repairs in St James's and Hyde Parks	—	—	2,619	11 8	
11 June 1781.	D ^r General Hudson's Lodge, Windsor Forest	—	—	914	17 6	
	D ^r Palling Windsor Great Park	—	—	1,830	— —	
		Carried over	—	£.		60,647 7 5½

Dates of Warrants.	Bro' over	—	—	£.	
10 July 1781.	Repairs at the Speech House, &c. in Dean Forest	—	—	5,416 9 2	60,647 7 5½
20 Nov ^r 1781.	D ^r Henekin Lodge, Windfor Forest	—	—	493 17 1	
D ^r	D ^r at the Great Lodge, in D ^r	—	—	735 9 6	
				713 1 —	7,406 16 9
1782.					
22 Mar. 1782.	Restoring Waters in Windfor Great Park, with Improve- ments, in Part of £. 11,194. 15. 4.	—	—	6,000 — —	
D ^r	Carrying on Repairs in Windfor Great Park	—	—	1,500 — —	
13 May 1782.	D ^r at Richmond New Park	—	—	1,632 18 6	
19 July 1782.	D ^r St. James's and Hyde Parks	—	—	982 3 —	
3 Oct ^r 1782.	Repairs in Windfor Little Park	—	—	1,112 — —	
29 Nov ^r 1782.	Making a Padlock for the Red Deer at Bagshot Lodge	—	—	362 11 3	
	For making a New Road to join the Wokingham Road, and to make Inclosures in Windfor Forest	—	—	1,832 11 —	13,422 4 3½
1783.					
25 Ap ^r 1783.	Repairs in St. James's and Hyde Parks, £. 1,528. 3. 8. }				
	paid by Deb ^r from Mr Auditor Shelley.				
29 Ap ^r 1783.	Repairs in Hampton Court Park	—	—	987 3 10	
6 Mar. 1783.	Repairs of Paling in Windfor G ^r Park	—	—	1,274 15 —	
24 Mar. 1783.	Repairs at Cranbourne Lodge, Windfor Forest, by Deb ^r }				
	from Mr. Auditor Shelley, £. 1,552. 3. 6.				
25 Nov ^r 1783.	Repairs on Affort Heath and Swinley Lodge	—	—	1,299 1 3	
19 Dec ^r 1783.	Repairs in Windfor Great Park	—	—	2,556 15 6	6,117 15 7
1784.					
19 July 1784.	Repairs at Swinley Lodge, in Windfor For ^t	—	—	562 9 3	
23 Aug ^r 1784.	For Ridings in Windfor Forest	—	—	2,934 5 4	3,545 14 7
1785.					
30 Ap ^r 1785.	Repairs at Bagshot Lodge, Windfor Forest	—	—	419 6 4	
15 July 1785.	Repairs at Hampton Court Park	—	—	2,680 9 11	
24 Oct ^r 1785.	Works on Affort Heath	—	—	391 17 10	3,491 14 1
1786.					
9 Feb. 1786.	Works and Repairs in Greenwich Park	—	—	1,124 6 3½	
D ^r	Repairs at Swinley Lodge, &c. Windfor For ^t , £. 1,039. 19. 2. whereof £. 512. 11. 4½ was paid by Debiture from Mr. Auditor Shelley, and no Deben- ture issued for the Remainder				
20 July 1786.	Repairs at Bagshot Lodge, Windfor For ^t	—	—	229 9 6	
12 July 1786.	D ^r at the House on Chawey Down, Wind ^r For ^t	—	—	234 17 4	
24 July 1786.	For Ridings in Windfor For ^t (in Part of £. 2,684. 10. 8)	—	—	2,090 — 9½	
20 July 1786.	Making a Cascade and Bridge at the Virginia Water, in Windfor G ^r Park, estimated at £. 3,935. 11. 4. }				No Deb ^r issued.
28 Nov ^r 1786.	Repairs in Windfor Great Park, £. 3,000, by Debiture, in Part of £. 6,339. 5. 10. }				D ^r .
					3,678 13 11½
Total in Mr. Auditor Well's Division				£.	98,309 6 8½
J ^N HOSIER, Dep. Aud ^r . 23 May 1788.					
In Mr. Auditor Shelley's Division.					
1783.					
27 Ap ^r 1783.	Repairs in St. James's and Hyde Parks	—	—	1,528 8 8	
24 — — — 3.	D ^r at Cranbourne Lodge, Wind ^r For ^t	—	—	1,522 8 6	
				3,050 17 2	
1786.					
9 Feb. 1786.	Repairs at Swinley Lodge, Windfor Forest, in Part of £. 1,039. 19. 2, but no Debiture issued for the Re- mainder	—	—	512 11 4½	3,563 8 6½
RICH ^d GRAY, Dep. Aud ^r . 23 rd May 1788.				£.	101,872 15 3
					N ^o 29.

N^o 29.

ACCOUNT of all Monies paid to John Pitt, Esq^r, late Surveyor General of His Majesty's Woods, for Fines of Leases from the Crown, from the 1st of January 1761 to the 31st December 1786; and of Monies paid to the Surveyors General of the Woods, for Wood and Timber sold from the demised Estates within the same Time, so far as appears to the Surveyor General of the Crown Lands.

FINES OF LEASES.										L. s. d.				
Amount of Fines paid to John Pitt, Esq ^r , in the Year	1772	—	—	—	—	—	—	—	—	1,017	—	—		
D ^o	—	—	—	—	—	—	—	—	—	5,500	—	—		
D ^o	—	—	—	—	—	—	—	—	—	3,240	—	—		
D ^o	—	—	—	—	—	—	—	—	—	1,550	—	—		
D ^o	—	—	—	—	—	—	—	—	—	1,319	—	—		
D ^o	—	—	—	—	—	—	—	—	—	5,317	—	—		
D ^o	—	—	—	—	—	—	—	—	—	2,456	—	—		
D ^o	—	—	—	—	—	—	—	—	—	2,695	—	—		
D ^o	—	—	—	—	—	—	—	—	—	1,497	—	—		
D ^o	—	—	—	—	—	—	—	—	—	9,049	—	—		
D ^o	—	—	—	—	—	—	—	—	—	2,392	—	—		
D ^o	—	—	—	—	—	—	—	—	—	1,840	—	—		
										L.	37,942	—		
WOOD AND TIMBER.														
To Sir Edmond Thomas, Bart.														
1766,														
June 12.	To Sir Edm ^d Thomas, Bart., by the Rev ^d D ^r Henry Vane, for Timber sold to him on an Estate at Chopwell in the County of Durham										—	—	1,350	—
To John Pitt, Esq ^r .														
1782,														
Aug 2.	To John Pitt, Esq ^r , by the Hon ^{ble} John S ^r John, late Surv ^r General, for Timber sold to W ^m Haggerston Maxwell Constable, Esq ^r , on an Estate at Aclome in Yorkshire										—	—	386	1 6
1786,														
July 31.	To D ^r . by Benj ⁿ Tickner, for Trees sold to him on Land at Walton in Surrey										—	—	12	8 6
Note—This Sum was paid at the same Time with a Fine of £. 130, for a Renewal of the Lease of these Lands, which is included in the preceding Account of Fines.														
Nov ^r 24.	To D ^r , by John Coore, Esq ^r , for Timber sold to him on an Estate called Woodhouse Grange in Yorkshire										—	—	3,500	—
										L.	3,604	10	—	
										L.	4,954	10	—	

G. AUGUSTUS SELWYN,
Surveyor General.
May 13, 1788.

N° 30.

AN ACCOUNT of all Monies received by John Pitt, Esq, late Surveyor General of His Majesty's Woods, for Wood and Timber felled or sold from the Demised Estates of the Crown, from the 1st Janry. 1761 to the 31st December 1786.

1770.	Received for Timber cut down by Sir John Shaw, on an Estate at Eltham, in Kent, which he holds by a Lease from the Crown	£. s. d.	110 1 4
	Deduct Mr. Whateley's and Clerks Attendance, making and taking an Account of Timber cut down by the said Sir John Shaw, 11 different Times	3 8 —	
	D ^o on Account of the Timber cut down on the Waste at Eltham	3 3 —	
	Expences of the Timber from Eltham, Land Carriage	18 2 —	
	Expences of Water Carriage	1 17 —	
		31 10 —	78 11 4
1774. Ap ^l 23d. Dec ^r 14.	Received of Sir John Elwell, for Timber 135 Elm Trees were cut down at Frogmore, in Windsor Forest, on the Estate in Lease to Mrs. Egerton, amounting to £. 140. 14. 3, which Sum was directed by a Treasury Warrant, dated 4 Aug ^t 1774, to be paid over to the said Mrs. Egerton, to reimburse her in Part the Money expended in Repairs.		35 — —
1784. Aug ^t 2.	Received of John St. John, Esq, His Majesty's Surveyor General, the Sum received by him for a Quantity of Timber sold from an Estate belonging to the Crown, at Aclome, in Yorkshire, as per Treasury Warrant, 19 July 1782		386 1 6
1786. Aug ^t 1.	Received of Mr. Benj ^m Tickner, the estimated Value of 2 Oak Trees, 3 Ash Trees, and 10 Elm Trees, on Parcels of Land at Walton, in Surrey, directed, by Lease of the Premises, dated 15 Sept ^r 1786, to be paid to the said John Pitt, together with a Fine of £. 130		18 8 6
Nov ^r 22d.	Received of Mr. Coor, for the Purchase of a Parcel of Oak Timber on an Estate called Woodhouse Grange, in the County of York, and which, by Warr ^t dated 10th Nov ^r Instant, was ordered to be paid to Mr. Pitt	3,200 — —	
		£. 3,718 1 4	

JAMES FARRER,
heretofore employed as Deputy to
John Pitt, Esq, deced. late Surveyor General, &c.

28th May 1788.

N^o 31.

ABSTRACT of Accounts of Monies paid to the Surveyor General of His Majesty's Woods, from Rents and Fines, and for Wood and Timber sold from the Demised Estates of the Crown, from 1st of Janry. 1761 to 31st Dec^r 1786; viz^t.

RENTS and FINES.			£.	s.	d.
Amount of Monies paid by Debiture on the Receivers General of the Land Revenue, as per Appendix, N ^o 28			101,372	15	3
Amount of Monies paid to John Pitt, Esq ^r , for Fines of Crown Leases, as per Appendix, N ^o 29			37,942	—	—
			£.	139,814	15 3
TIMBER.			£.	s.	d.
Monies paid to Sir Edm ^d Thomas, for Timber, as per Appendix, N ^o 29			1,350	—	—
D ^r to John Pitt, Esq ^r , for D ^r , as per Appendix, N ^o 30			3,718	1	4
				5,068	1 4
Total	—	—	£.	144,882	16 7

ABSTRACT of the Accounts of WOOD SALES within the FOREST of DEAN, from the Year 1761 to the Year 1786, both inclusive.

R E C E I P T S.			D I S B U R S E M E N T S.		
	£.	s. d.		£.	s. d.
Total Value of Oak and Beech Timber, sold from the Year 1761 to 1786, both inclusive — — —	16,226	9 5½	Expences of viewing, strutting out, felling, and filling Timber, within the Period of this Account — — —	4,931	11 8
Total Value of Cordwood from D ^r , sold within the same Period — — —	10,224	18 1½	Surveyor General's usual Allowance of 20 s. per Day for his Attendance and Riding Charges in the Execution of Warrants for Wood Sales — — —	661	— —
Total Value of Bark, D ^r — — —	1,263	16 3½	Surveyor General's usual Allowance for the Wages of Two Deputies, at 4 s. per Day each, for Part of the Years 1761 and 1763 — — —	176	16 —
			Surveyor General's Poundage on the Monies received, at 10 d. in the Pound, by ancient and usual Allowance — — —	1,395	11 6
			Fees paid at the Treasury and Auditor's Office, for Warrants, Estimates, and Entries, and to the Auditor for stating and ingrossing the Accounts, and Allowance to the Surveyor Gen ^l , for his Charges in passing the Accounts through the several Offices — — —	659	3 2
			Discount and Brokerage of Navy Bills in 1763 — — —	249	12 3
			Expences of making and repairing Roads, Bridges, and Inclosures, and of repairing Lodges, and other Buildings, and sundry other Disbursements, as charged by the Surv ^r Gen ^l in his Acc ^t of Wood Sales, (viz)		
			Repairs of Lodges and other Buildings — — —	764	16 5
			Building a Watch House in 1782 — — —	144	8 7
			Making and repairing Roads, 1761 to 1786 — — —	11,221	11 10
			Building and repairing Bridges — — —	306	2 —
			Repairing of old, and making new Inclosures — — —	3,676	5 6½
			Repairs at Hampton Court House Park, } 1764, — — —	829	18 5
			House Park, destroyed by Wood Sales in this Forest — — —	829	18 5
			Repairs at Richmond New Park, D ^r } 1768, — — —	816	— 5½
			Survey of Timber, made by Order of the House of Commons — — —	298	6 8
			Payment towards building of Gloucester Gaol, directed to be raised by Wood Sale in this Forest — — —	2,000	— —
Total Receipts — — —	27,715	3 10½			
Receipts of Payments on this Acc ^t — — —	322	11 3½			
	28,037	15 2	Total Disbursements — — —	28,037	15 2

N^o 35.

WARRANTS for raising £.5,000 towards building a Gaol, &c. within the County of Gloucester, by Wood Sales in Dean Forest, and Account of the Sale of the Wood and Timber felled for that Purpose,

George R.

WHEREAS you have represented unto us, that the ailing Commissioners for building a new Gaol, a Penitentiary House, and Houses of Correction, within our County of Gloucester, have made it appear unto you, that the Expenses of erecting the said Buildings will amount to upwards of £.30,000; and have humbly prayed, that as the Castle of Gloucester belongs to us, and is to be re-built, and as One of the Houses of Correction is to be erected within our Forest of Dean, that we would be graciously pleased to grant unto the said Commissioners an Assignment of Timber from the said Forest of Dean towards defraying the Expenses of the said Buildings: And whereas you have further stated unto us, that our trusty and well-beloved John Pitt, Esquire, Surveyor of our Woods, has reported to you, that it is probable our Rights in the said Forest will be much benefited by a House of Correction and Confinement being erected therein, and that such a Quantity of Wood and Timber may without Prejudice to the said Forest be cut therefrom as will raise the Sum of £.2,000, over and besides all Expenses, and has recommended the same to be paid to Sir George Onesiphorus Paul, Baronet, One of the said ailing Commissioners, or to such other Person or Persons as shall be authorized by the said Commissioners to receive the same, to be applied towards erecting the said Buildings; and we having taken the said Request into our Royal Consideration, and being satisfied that the intended Gaol, Penitentiary House, and Houses of Correction, will be of great public Good, and tend to the preserving our Rights within the said County of Gloucester and Forest of Dean, are graciously pleased to grant the said Assignment of Wood and Timber to the clear Amount of £.2,000: Our Will and Pleasure therefore is, and we do hereby direct, authorize, and command, that you do issue your Warrant to our said Surveyor General of our Woods, and to such other Person or Persons as you shall think proper, in the Presence and with the Approbation of Two or more Justices of the Peace of our County of Gloucester, and calling to their Assistance the proper Officers of our said Forest of Dean, to mark, fell, and cut down, within the said Forest, so much Wood and Timber as, together with the Bark, Lops, Tops, and Offal Wood, will raise the Sum of £.2,000, over and besides all Expenses, which is to be paid by our said Surveyor General to the said Sir George Onesiphorus Paul, or to such Person or Persons as shall be authorized by the said ailing Commissioners to receive the same, to be applied by them towards the Expenses of erecting the Gaol, Penitentiary House, and Houses of Correction, within our said County of Gloucester as aforesaid, and you are to take Care that timely Notice be given to the said Officers and Persons that they may give their Attendance accordingly; and that an Account of the Execution of this Service be rendered before the proper Auditor within Twelve Months from the Date hereof, and for so doing this shall be your Warrant. Given at our Court at St James's, this 26 Day of April 1786, in the 26 Year of our Reiga.

By His Majesty's Command,

WM PITT,
J. BULLER,
JOHN AUBREY.

To the Commissioners of our Treasury.

After our hearty Commendations.

Whereas His Majesty, under His Royal Sign Manual, bearing Date the 26th Day of April 1786, hath authorized and empowered us to order and direct you to fell so much Wood and Timber as, together with the Bark, Lops, Tops, and Offal Wood, will raise the Sum of £.2,000, over and besides all Expenses; and that the said £.2,000, so to be raised, be paid by the said Surveyor General to Sir George Onesiphorus Paul, or to such Person or Persons as shall be authorized by the ailing Commissioners for building a new Gaol, Penitentiary House, and Houses of Correction, within the County of Gloucester, towards defraying the Expenses of the said Buildings; there are therefore, pursuant to the Power given to us by the said Warrant, to authorize and require you, and such other Person and Persons as may be thought proper, in the Presence and with the Approbation of Two or more Justices of the Peace of the County of Gloucester, and the proper Officers of the said Forest, to mark, fell, and cut down, within the said Forest, so much Wood and Timber as, together with the Bark, Lops, Tops, and Offal Wood, will raise the Sum of £.2,000, over and besides all Expenses, and no more; which Sum of £.2,000, when raised, you are to pay, or cause to be paid, to Sir George Onesiphorus Paul, or to such Person or Persons as shall be authorized by the said ailing Commissioners to receive the same, and which Sum is to be by them applied towards the Expenses of erecting a Gaol, Penitentiary House, and Houses of Correction, within the said County of Gloucester, as aforesaid; and you are to take

5

Care

Care that timely Notice be given to the said Officers and Persons, that they may give their Attendance accordingly; and you are to account for your Proceedings hereto before the proper Auditor of the said County of Gloucester for the Time being, within Twelve Months from the Date hereof; and for so doing this (being first entered with the said Auditor) shall be to you, and all others herein concerned, a sufficient Warrant. Whitehall Treasury Chambers, the 27th Day of April 1786.

J. BULLER.
GRAHAM.
ED. J. ELLIOT.

To our very loving Friend, John Pit, Esq^r,
Surveyor General of His Majesty's Woods,
or to the Surveyor General thereof.

JUSTICES CERTIFICATE.

In pursuance of a Warrant from the Right Honourable the Lords Commissioners of His Majesty's Treasury, directed to John Pit, Esq^r, Surveyor General of His Majesty's Woods; &c. bearing Date the 27th Day of April 1786, empowering and directing him to cause to be felled, in His Majesty's Forest of Dean, as much Wood and Timber as, together with the Bark, Lops, Tops, and Offal Wood, will raise the Sum of £.2,000, over and above all Expenses, to be paid by the said Surveyor General to Sir George Onslow Paul, or the acting Commissioners for building a new Gaol, and certain Houses of Correction, within the County of Gloucester;

We, Two of His Majesty's Justices of the Peace for the County of Gloucester, and resident in Dean Forest, do hereby certify, that we have this Day viewed, marked, and do hereby permit to be felled (as according to Law, and the Custom of the said Forest) in the Walk of Rich^d Bennets, one of the Keepers of the said Forest, 455 Oak Trees, and 20 Birch Trees;—in the Walk of Robert East, Keeper, 400 Oak Trees, and 100 Birch Trees;—in the Walk of William Stephens, Keeper, 10 Oaks, and 10 Birch Trees;—in the Walk of Thomas Harvey, Keeper, 300;—and in the Walk of John Best, Keeper, 5 Oak Trees;—and in the Walk of R^d Bradley, Keeper, 350 Oak Trees;—which, by the Sale thereof, together with the Lops, Bark, and Cordwood, will, we apprehend, raise the Sum of £.2,000, over and above all Expenses. In Witness whereof we have hereunto set our Hands and Seals, this 5th Day of June 1786.

J. PYRKE, (L. S.)
THOMAS CRAWLEY BOEVEY, (L. S.)

THESE

THESE are to certify whom it may concern, that the Timber felled in Dean Forest, by virtue of a Warrant from the Hon^{ble} the Lords Comm^{rs} of His Majesty's Treasury, dated the 27th Day of April 1786, and for which the within Certificate was granted, was this 10th Day of July 1786 sold by Auction, for the several Sums hereunder mentioned, and no more.

					Names of the Purchasers, from the Information of Mr. Blunt, Deputy Surveyor.
Lot 1.—	977 Oaks, with Lop, Top, and Bark	—	—	£. 1,350 — —	Mr. Taylor.
2.—	272 D ^r	—	—	110 — —	Mr. Courteen.
3.—	88 D ^r	—	—	100 — —	D ^r .
4.—	10 D ^r	—	—	19 — —	D ^r .
5.—	100 D ^r	—	—	90 — —	Mr. Taylor.
6.—	100 D ^r	—	—	90 — —	Mr. James.
7.—	6 D ^r	—	—	6 — —	Mr. Brett.
8.—	10 D ^r	—	—	11 — —	Mr. Taylor.
9.—	10 Beech	—	—	13 — —	Mr. Tovey.
10.—	20 D ^r	—	—	20 — —	Mr. Courteen.
11.—	100 D ^r	—	—	90 — —	Mr. Blunt.
12.—	5 Oaks, with Lop, Top, and Bark	—	—	6 — —	Mr. James.
£. 1,905 — —					

In Testimony of the above, we have hereunto set our Names, this 10th Day of July 1786,

JOHN BRETT,
THO^s BRADLEY,
ROB^t EAST,
THO^s HARVEY, } Keepers.

GEO. CONIBERE, Auctioneer.

Note.—Mr. Taylor, the Purchaser of Lots, N^{os} 1, 5, and 8, purchased the same for Mr. Blunt, the Deputy Surveyor.

JUSTICES and CERTIFICATE.

Being given to understand that the Whole of the Timber Trees marked, viewed, and set out by us (Two of His Majesty's Justices of the Peace for the County of Gloucester) to be felled in Dean Forest, by Warrant from the Honourable the Lords Commissioners of His Majesty's Treasury, dated the 27th Day of April 1786, for raising the Sum of Two thousand Pounds, clear of all Expenses, was sold by public Auction for the Sum of £. 1,905, and no more, as appears by the Account herewith annexed. And whereas it hath been further represented to us, that the Expense of felling, marking, and other incidental Expenses, amounts to the Sum of £. 130. 14. 6, so that the neat Sum arising from such Sale appears to be £. 1,774. 14. 6, and no more: Therefore we, Two of His Majesty's Justices of the Peace for the County of Gloucester, and resident in Dean Forest, do hereby certify, that we have this Day viewed and caused to be marked, in His Majesty's said Forest of Dean, 70 Oak Timber Trees, which by the Sale thereof, in Addition to the Sum already raised, will, we apprehend, make the Sum of £. 2,000, clear of all Deductions.

Given under our Hands and Seals, this 16th Day of December 1786.

THOMAS CRAWLEY BOEVEY, (L. S.)
J. PYRKE, (L. S.)

We whose Names are hereunto subscribed, do hereby certify, that the 70 Oak Timber Trees, mentioned in this Certificate, were measured by us Richard Courteen, Charles Sinderby, John Baynham, Christopher James, and Miles Hartland, in the Presence of Thomas Harvey, R^o Bennett, and Thomas Bennett, Three of the Keepers of the said Forest, and amounted in Quantity to 96 Loads, 34 Feet, and 90 more, and sold at and after the Rate of £. 1. 18. per Load, and the Tops and Cordwood arising therefrom, were sold in our Presence to Thomas Taylor, for the Sum of £. 50. 6s.

Witn^{ess}, RICH^d BENNETT,
THO^s HARVEY, } Keepers,
THO^s BENNETT, }

RICH^d COURTEEN,
JOHN BAYNHAM,
CHAS^r SINDERBY,
CHR^s JAMES,
MILES HARTLAND.

96 Loads 34 Feet, at £. 1. 18s.	—	—	—	£. 183 13 6
Tops and Cordwood	—	—	—	50 6 —
				233 19 6
				1,905 — —
Total				£. 2,138 19 6

N^o 36.

COPY of a Warrant or Order for the Delivery of Timber to a Coal Miner in Dean Forest.

Foot of } AT the Court of Attachments, holden at the Speech House the 25th Day of Sept'
Dean. } 1784, came *Phil. Hutton*, and demanded Timber for himself and Verna, for the
Use of their Coal Works called *Young Colliers* ——— in *Guardeen Walk*, within the said Forest,
according to their Custom.

JNo MATTHEWS, Sec^y.

To Mr. John Bradley, Keeper of the said Walk,
by Certificate.

Some Timber to be delivered fit for felling.

Indorset " 4 Oaks."

N^o 37.

REPORT of the Solicitor of the Treasury, relative to Depredations committed in Dean Forest, with an Order to the Surveyor General of the Woods, to offer Rewards for the Discovery of Offenders.

To the Right Hon^{ble} the Lords Commissioners of His Majesty's Treasury.

My Lords,

IN Obedience to your Lordships Orders, signified to me by Mr. Secretary Robinson, transmitting to me a Report of the Surveyor General of His Majesty's Woods, on a Letter from Mr. Stephens, with Inclosures from the Commissioners of the Navy, respecting Abuses committed in Dean Forest, in cutting down the King's Timber, and directing me to report to your Lordships what Steps may be proper to be taken to prevent such Abuses in future; I humbly certify to your Lordships, that on looking into a Copy of a Letter from Mr. Slade, Purveyor to the Commissioners of the Navy, which is One of the inclosures in Mr. Stephens's Letter, I find he mentions, that in the Course of his Survey in Dean Forest, he had discovered and was informed of most shameful Depredations of the Oak Timber, which was cut every Day by Persons living round the Forest; and that for some Years it had been a Custom to steal the Body of the Tree in the Night, and cut it into Coopers Ware, leaving the Top Part on the Spot, which the Keepers take as their Perquisite; and that at that Time whole Trees were conveyed every Spring Tide to Bristol; and that when he was at Garscomb, in One Day there were 5 or 6 Teams came with Timber Planks and Knots Winter-felled, and other Timber, among which were several ones for Ships of 64 and 50 Guns; And I further certify to your Lordships, that the Surveyor General of His Majesty's Woods, to whom the said Information was referred, in his Report, concerning the Purveyor's Account of Abuses committed in the Forest, and that

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every

every Thing in his Power had been done to put a Stop to them, but that the Offenders were become so desperate and daring, as to bid Defiance to his Depoties, and render every Attempt of his, in a summary Way, totally ineffectual; and be referred to a former Report of his, made in October last, when he stated, that, in the preceding Month, a Number of Persons in Disguise had openly cut down Two large Timber Trees at Yorkley in Dean Forest, and wounded several Keepers who attempted to oppose them; and that, as the Offenders could not be found, he proposed that a Reward of £. 50 should be offered to any Person making a Discovery whereby any of the Offenders could be convicted; and likewise the same Reward, or any other your Lordships should think proper, and His Majesty's Pardon to any Person concerned, making the like Discovery of Two or more of his Accomplices: And I further humbly certify to your Lordships, that I am humbly of Opinion, that it is much to be lamented that Mr. Slade, the Purveyor, when he saw the 5 or 6 Teams with Timber at Garcomb, did not endeavour to trace from whence they came, and to whom they belonged, as an Enquiry of that Sort might have led to the Offenders, and who then might have been prosecuted; but as the Name of every Offender is unknown, and Informations only go to the Commission of the Offences, I am humbly of Opinion that the Surveyor General of His Majesty's Woods has pointed out the only Method that can be pursued in the present Case, and that by offering a Reward of £. 50, or such other Reward as your Lordships may think proper to be paid by the Surveyor, out of Monies arising by Wood Sales in the Forest, to any Person making Discovery whereby any of the Offenders who cut down the Two Trees at Yorkley, on the 23^d of September last, may be convicted; and likewise the same Reward, and His Majesty's Pardon, to an Accomplice making such Discovery, so as Two or more may be convicted; and also a Reward of £. 20, or such other Reward as your Lordships may judge proper, to any Person who shall hereafter discover any Person who shall be guilty of unlawfully cutting down an Oak Tree in the said Forest, it may tend not only to procure a Conviction of some of the Offenders guilty of the Outrage at Yorkley, but to deter others from cutting down the Timber in future, for fear of a Discovery.

All which is submitted,

Lincoln's Inn,
29th May 1780.

W. CHAMBERLAYNE

Sir,

Upon reading to my Lords Commissioners of His Majesty's Treasury a Report of their Solicitor, on a Letter from the Comm^r of the Navy, and upon your Report respecting the Abuses committed in Dean Forest in cutting the King's Timber there; I am ordered by their Lordships to transmit a Copy of the said Report to you, and to acquaint you that my Lords approve of what is therein proposed, and are pleased to direct you to carry the same into Execution, and to give Information to the Solicitor of this Board against any of the Offenders that may be discovered, so that he may take the necessary Steps to cause them to be prosecuted.

I am, &c.

Treasury Chambers,
21st August 1780.

JOHN ROBINSON.

John Pict, Esq^r, Surveyor Woods.

N° 38.

BRIEF ABSTRACT of Accounts given by the Deputy Surveyor, Keepers, and Watchman of Dean Forest, of Persons convicted of Timber Stealing, and other Offences, in that Forest, and of the Fines and Rewards paid on such Convictions, for Seven Years, to Michaelmas 1787.

	Number of Persons convicted.	Fines imposed on Offenders.	Fines paid by Offenders.	Rewards paid by the Dep ^y Surveyor.
Thomas Blunt's Account of Persons convicted by him and his Assistants, for Seven Years, ending at Michaelmas 1787	60	£. s. d. 151 18 —	£. s. d. 147 13 —	£. s. d. 90 — —
Thomas Harvey's Account of Persons convicted by him and his Assistants, for the same Period	22	135 — —	89 11 —	50 — —
William Stephens's Account of Persons convicted by him and his Assistants, D ^r	8	45 10 —	41 10 —	} 90 — —
Richard Bennett's Account of Persons convicted by him and his Assistants, D ^r	19	cannot fit forth		
Robert East's Account of Persons convicted by him and his Assistants, D ^r	19	66 — 6	53 10 6	30 — —
John Beetz's Account of Persons convicted by him and his Assistants, D ^r	60	205 10 —	180 10 —	175 — —
John Beetz's Account of Persons convicted by him and his Assistants, D ^r	14	25 — —	25 — —	15 — —
Richard Bradley's Account of Persons convicted by his late Father, John Bradley, himself, and Assistants, D ^r	16	not specified	} cannot fit forth	} 70 — —
Thomas Wood's Account of Persons convicted by him and Assistants, D ^r	15	41 1 —		
Thomas Wood's Account of Persons convicted by him and Assistants, D ^r	14	56 10 —	34 5 —	20 — —
Total	247	727 9 6	572 — 6	540 — —

N° 39.

The EXAMINATION of Miles Hartland, Assistant to the Deputy Surveyor in Dean Forest; taken on Oath the 15th May 1788.

THIS Examinant was born at Newent, within Six Miles of the Forest of Dean. He is now about Fifty-one Years of Age, and has known the Forest from a Boy; but has been better acquainted with the State of it for about Twenty Years past.

He has been employed in the said Forest for about Six Years past, under Mr. Thomas Blunt, the Deputy to the Surveyor General, from whom he has a Deputation to assist him in the Execution of his Office. His chief Employment has been to superintend the Falls of Timber for the Navy, or for Sale; to mark proper Timber for the Colliers, for the Use of their Works; and to prevent them, as far as he is able, from misapplying it. His Salary is £. 20 a Year, paid by Mr. Blunt; 2s. 6d. a Day for attending the Fellers, Strippers, and Wood Cutters, while they are at Work; and he receives a Share of the Fines and Rewards paid on Conviction of such Timber Stealers as are detected and apprehended by him, or with his Assistance.

The State of the Forest, with respect to Inclosures, at the Time of his Appointment, was as follows: Before his Appointment there had been several Inclosures made in the Forest, namely, the Buttkholt, which was made many Years before his Remembrance, the Great Inclosure, Stone Edge, Coverham, the Perch, Serridge, Fall Haywood, and West Haywood, which were made within his Remembrance, and since the Commencement of His present Majesty's Reign.

All

All these Inclosures were open at the Time of his Appointment. The Buckholt Inclosure was repaired soon afterwards, hath ever since been kept in Repair, and is now well stocked with young Oak and Beech, but chiefly the latter, which requires thinning, and would produce great Quantities of Cordwood, besides leaving a full Stock of growing Timber. The losses sustained in the other Inclosures were broke and destroyed soon after they were made; and have since been as consisted of Pales, Posts, and Rails, were carried away publicly by the Country People, in Carts and Waggon. They have not since been repaired; and he believes that none of the Inclosures he has mentioned, except the Buckholt, has contributed in any Degree to the Increase of Timber, or Advantage of the Forest.

There have been Three Inclosures made since he has held his present Employment; viz. Stapleage Inclosure, and a small Inclosure near the Speech House, both of which were Part of the Great Inclosure; and Birch Wood Inclosure, which was Part of Serridge Inclosure before mentioned. All these were made in One Season, about Five or Six Years ago, and set with Acorns; and there are a great Number of young Oak Plants now growing in them, many of which are in a thriving Condition; but the small Inclosure near the Speech House having been ploughed, the Ground lying fallow, harbours Mice and other Vermin, which eat the Acorns, and destroy the young Plants.

The Parts of the Forest where the best Timber is now growing, are some Parts of the Speech House Walk, and Park End and Worcester Walks. There is very little Timber in Ruardean Walk, except in the Lea Baiter, where it is mostly small. Some Timber of good Size, and a great Deal of small Timber, in William Stephen's Walk. In Little Dean Walk, there is now a very small Quantity, but this Examinant remembers a great Quantity of Timber standing upon Edgchills and the Chestnuts, and East and West Haywood. The greatest Part of the Timber upon the Chestnuts was cut for building the Infirmary at Gloucester, upwards of Twenty-five Years ago. The Soil of the Chestnuts is particularly well suited for the Growth of Oak, and would be well stocked in a little Time, if it were not cut, as it now constantly is, by the neighbouring Inhabitants, for Fuel and other Purposes. He believes that the Stock of Timber in the Forest is less now than it was Twenty Years ago, but cannot say how much less; and he believes that it lessens every Year, by Reason that there has not been an Increase by Inclosure proportionate to the Quantity felled within that Time.

The Parts of the Forest now bare of Timber, which he thinks fitted to be inclosed for the Growth of Timber, are the following:—In John Brett's Walk—Hazle Hill, and Edge Hills (including Tanner's Hill, Green Bottom, and Green Hill) which lie together, and might be made One Inclosure: Badcock's Bailey, and the Chestnuts, which, if inclosed, must be separate, as there is a Road between them: East Haywood and West Haywood, between which is also a Road from Little Dean and other Places to the Fire Engine Coal Works.

In William Stephen's Walk—That Part of Great Stapleage which is not already inclosed; Mezeyhurst, Howbreach, and Potnage; all these might come into One Inclosure: Buckhall Moor, Bradley Hill, and several Parcels near them, might be included in another Inclosure.

In Robert East's Walk—Birchen Dingles and Mafon's Tump, which lie together; Blakevellet, separate; Brame's Eves and Howell Hill, together.

In Richard Bennett's Walk—The Perch and Coverham, between which runs the main Road to Coleford; and Great and Little Bourts, which lie together.

In Richard Bradley's Walk—The Lea Bailey, Bailey Hill, and Lining Wood, which might be laid together; Great and Little Berry together; and Plod's and Smecher's Tump together.

In Thomas Harvey's Walk—Blackhorn Turf and Serridge together; Salley's separate; Kensley's Ridge separate; Daniel Moor and Beechenhurst together. Those Places are now very bare of Timber, but are of a very proper Soil, and would produce great Store of good Timber, if inclosed and taken Care of.

The Kinds of Fencing which he thinks best adapted for Inclosures in the Forest, are a Ditch about Three Feet deep, and about Three Feet and a Half wide, with a Quick Hedge planted upon the Bank, and fenced with a Dead Hedge until the Quick becomes a sufficient Fence. He cannot recommend Posts, Rails, or Pales in any Case, as they consume a great deal of Timber, and are liable to be soon stolen. Where the Rock lies near the Surface, the Fence must be made of Stone, which may be dug on the Spot, and the Wall built up Batterywise, so as to leave a Ditch on the Outside.

He conceives the most likely Method to produce Timber in the Inclosures is, to sow Acorns, Beech Mast, and Hawberries, Hazle Nuts, Holly Berries, and the Seeds of most other Kinds of Wood at once, as they thrive best together, destroy the Fern, and produce the quickest Crop of Underwood, which trains up and protects the Oaks, and would in Time amply pay the Expence of Fencing, by producing Stuff for Cordwood, &c. of which the Buckholt is an Example: But if Oak only is to be produced, the best Way of planting the Acorn is, either by turning up a Turf, and putting an Acorn or Two under it, or making a Hole with a sharp Instrument to put in the Acorns. He thinks that the young Oaks would be out of the Reach of cropping by Cattle in about Twenty-five Years, but the Timber, even when grown to a good Size, as well as the Succession of young Wood, would at all Times thrive better, if kept continually inclosed, and protected from Cattle of all Sorts.

The Parts of the Forest in which the principal Collieries are situate, are these: The Level of the Fire Engine Colliery, which is One of the principal Works, is in the Bottom between Nail Bridge and Cinderford Bridge, and there are Pits all along the Bottom. There are several Levels in the Bottom from Beechenhurst Hill along the Delves quite up to Nail Bridge. Another large Field of Coal from Whitecraft Bridge (at the Back of White Mead Park) along the

the *Delling*; *Forest* Mostly *Green*, and from thence through *Old Villet Toft* and *Aures Glow*, almost up to *Little Staplage*. These are the Works which do the greatest Mischief to the Forest. There are some others on the *Colford Side*, from which a great Deal of Coals is raised. Very little Timber is growing in any of these Delves, and Inclosures might be made in the Forest, so as to exclude all the principal Coal Works.

The Coal Works in the Forest supply with Fuel the lower Parts of Gloucestershire beyond Severn, and some Parts across the Severn about Berkeley; the greatest Part of Herefordshire, the Town of Monmouth, and Part of the County of Monmouth. There are Three Sorts of Coal dug in the Forest, which are sold at different Prices; The House Coal, at about Four Shillings, or Four Shillings and Six Pence per Ton; Smith Coal, about Two Shillings and Six Pence per Ton; and Lime Coal for Manure, about Eighteen Pence per Ton; all at the Pit. If the working of the Collieries in the Forest were to be stopped, the Country could be supplied with Coal brought down the Severn from Shropshire, or brought from Wales. The Price of the Severn Coal at Newnham is about Fourteen or Fifteen Shillings per Ton. He does not know at what Price the Coal imported by the Severn could be supplied to the Counties of Monmouth and Hereford, if conveyed by the River Wye. A great deal of Forest Coal is now lost by the Wye, but he cannot say at what Expence. The Distance from the House Coal Pits to the Wye is about Four Miles, and the Expence of Carriage to the Wye about Five Shillings per Ton. He does not think that an Advance of One Shilling per Ton on the Forest Coal would be likely to induce those who are now supplied with Coal from the Forest, to purchase Coal from the Severn in Preference. The Expence of conveying the Shropshire Coal by the Wye into Herefordshire, he thinks, would be greater than the Expence of sending the Forest Coal in the same Manner. He does not apprehend that if the working the Collieries in the Forest were to be stopped, very considerable Damage would be done to the Timber in the Forest, by taking Wood for Fuel; but thinks, if the Coal Works were stopped, the Colliers must starve, not being able to get a Livelihood in any other Way.

He does not know, nor ever made any Calculation, what Quantity of Timber is Annually delivered to the Miners. The Sorts of Wood or Timber delivered to them are Oak and Beech, and none other; chiefly Oak in the Summer, more Pies being sunk in the Summer than in the Winter, and the Keepers having the Bark; more Beech is allowed in the Winter than Oak; But Oak Timber is necessary, and is always allowed for sinking the Pits, and for making what the Miners call the Gateway or Gangway from the Body of Coal to the Pit, and also for the Gutters in the Levels for draining off the Water; but Beech, Birch, Oak, Holly, or any other Kind of Wood, would serve for the Purpose of getting Coal, and supporting the Earth after the Coal is taken away, but none is ever delivered to them but Oak and Beech. He believes that much of the Timber delivered to the Miners for their Works is misapplied. He has frequently found Oak Timber in the Possession of the Colliers, converted into Staves and Spokes for Coopers and Wheelwrights; And it is extremely difficult to prevent such Misapplication; for if the Colliers are detected in doing it, the Justices will not fine them, or take Cognizance of it as an Offence, unless the Officer will swear that the Timber is the King's Property, which it is very difficult to ascertain, after it has been cut up and converted by the Colliers. The only Method of punishing them for such Misapplication, at present, is by refusing to deliver any more Timber to them, which has frequently been done after such Detection. If Timber were to be refused entirely, he believes the Colliers would take it by Force.

The principal Roads in the Forest are, the Road from Michel Dean to Colford, which is the High Road from London to Monmouth and South Wales; and the Road from Little Dean to Colford. These Two are public High Roads, not necessary or useful to the Forest, but rather detrimental to it, by affording the readier Means to convey away the Coal in Waggon's and Carts, in which Timber has sometimes been found concealed. Besides the above, there are several Roads leading from the Forest to Newland, Colford, and St. Beavel's, which have been kept in Repair at the Charge of the Forest, but are of no Use to it, rather the contrary. The only Road now used for conveying the Navy Timber is the Purton Road, which is the most convenient for Carriage to the Water-side from all Parts of the Forest, except the Chestnuts and Edge Hills, in Brett's Walk, and the Lea Bailey in Bradley's Walk; but there is no Navy Timber now in either of these Places, except the Lea Bailey. If the repairing of the public Roads at the Charge of the Forest were to be discontinued, the Public would be obliged to put up Turnpike Gates on the Roads, and collect Tolls for repairing them, as in other Parts of the Country.

The Number of the Cottages and Encroachments in the Forest, he believes, is nearly doubled since he has known it. The Persons who inhabit the Cottages are chiefly poor labouring People, who are induced to seek Habitations in the Forest, for the Advantages of living Rent free, and having the Benefit of Pasturage for a Cow or a few Sheep, and of keeping Pigs in the Woods; but many Encroachments have been made by People of Substance. The Cattle of the Cottagers are impounded when the Forest is driven by the Keepers, as all other Cattle are; and when the Owners take them from the Pound (paying the usual Fees to the Keepers) they turn them again into the Forest, having no other Means of maintaining them. The greater Number of the Cottagers are from the neighbouring Parishes; but there are also a great many from Wales, and from various Parts of England remote from the Forest: They are detrimental to the Forest, by cutting Wood for Fuel, and for building Huts, and making Fences to the Patches which they inclose from the Forest, by keeping Pigs, Sheep, &c. in the Forest all the Year, and by stealing Timber.

The Inhabitants in general in the Neighbourhood are benefited by the Common of Pasturage in the Forest, but chiefly the Farmers, who keep great Numbers of Cattle and Sheep in the Forest in the Summer, and take them out in the Fence Month and Winter Haining. He does not

E c

know

know that any Distinction is made by the Keepers between the Cattle of Commoners and Foreigners. If a Division of the Forest were to take Place, he apprehends that sufficient Allotments might be set out, in convenient Situations, for the Use of the Parishes having Right of Common, so as to admit of an Inclosure for the Cultivation of Timber of the Parts best adapted for that Purpose; but he cannot form any Judgment of the Disposition of the Country to agree to such a Division or not.

MILES HARTLAND.

N^o 40.

STATE of the Returns of Deer from His Majesty's Forest of Dean, from 1781 to 1787, both Years inclusive.

					Bucks.	Does.
In the Year 1781	—	—	—	—	4	4
1782	—	—	—	—	4	4
1783	—	—	—	—	4	4
1784	—	—	—	—	4	4
1785	—	—	—	—	4	4
1786	—	—	—	—	4	4
1787	—	—	—	—	4	4

The above is the greatest Number of Deer stated in the Returns from Dean Forest; but it frequently happens that the whole Number in such Returns is not served, and the Warrants are sometimes sent back unexecuted.

PETER NICOL,
Clerk of the Venison Warrants.

30th May 1788.

N^o 41.

A STATE of the present Division of the Forest of Dean, shewing the Quantities of Land contained in each Walk, with the Number of the Cottages built, and Pieces of Land encroached thereon.

AN ACCOUNT of the present State of the Inclosures made in the said Forest, for the Cultivation of Timber.

AND, OBSERVATIONS respecting the present Stock of Timber growing in that Forest.

TO WHICH IS ADDED,

AN ESTIMATE of the Charge of inclosing, planting, and managing 12,000 Acres of Land in the said Forest, and of the Quantity and Value of the Timber and Wood which that Portion of Land may be expected to produce in the Course of an Hundred Years; with Explanations of that Estimate, and a Computation of the Returns which may be expected from that Part of the Forest, in constant Succession, after that Period is elapsed.

By ABM and WM DRIVER, Surveyors.

THE FOREST of DEAN is divided into Six Walks, called by the several Names of The Speech House Walk, Worcester Walk, Ruordean Walk, Little Dean Walk, Blakesey Walk, and Park End Walk; which are under the Care of Six Keepers, each of whom has a Lodge, and other Buildings, with a Garden, and from 30 to 50 Acres of Land, inclosed from the Forest, as particularly described in the Plan thereof.—In Three of these Walks the Whole of the Lands belong to the Crown. In the other Three, there are some Parcels of Land belonging to or claimed by Individuals, as Freehold. And in all the Walks (except the Speech House Walk) there are numerous Cottages built, and Encroachments made, on the Lands belonging to the Crown.

The Quantity of Land contained in each Walk, with the Number of the Cottages and Encroachments, and the Quantity of Land encroached, are as follows:

	Total Quantity in each Walk.	Land claimed as Freehold.	Land belonging to the Crown.	Number of Cottages.	N ^o of Pieces of Land encroached.	Quantity of Land encroached.
	A. R. P.	A. R. P.	A. R. P.			A. R. P.
Speech House Walk — —	4,406 3 3	— —	4,404 3 3	1	2	— — 21
Worcester Walk — —	3,188 3 35	— —	3,188 2 35	218	455	995 8 36
Ruordean Walk — —	4,296 3 1	— —	— —			
Inclosed Lands, called The Morfe Grounds, Loquies, and Black- well Meads, claimed by J. Col- chester, Esq ^r — —	— —	172 1 18	4,124 2 23	95	487	325 2 23
Little Dean Walk — —	3,184 — 26	— —	— —			
Abbot's Wood and Rushparch Mead, on which the Timber and Underwood belong to Tho ^t Crawley Boovey, Esq ^r ; and the Herbage, Idins, &c. to the Crown — —	— —	880 3 8	2,303 1 18	53	257	122 3 28
Gun's Mill and Land — —	872 2 20	— —	— —			
Carried forward —	15,674 4 25	1,052 3 20	14,622 2 39	367	1,201	744 1 21

	Total Quantity in each Walk.			Land claimed as Freehold.			Land belonging to the Crown.			Number of Colonies.	No of Acres of Land enclosed.	Quantity of Land enclosed.		
	A.	R.	P.	A.	R.	P.	A.	R.	P.			A.	R.	P.
Brenton & Forward —	15,074	2	25	1,052	3	26	14,021	2	39	367	1,201	744	1	21
Blakeney Walk —	3,721	3	—	—	—	—	3,721	3	—	98	173	195	3	15
Park Land Walk —	3,995	1	34	—	—	—	—	—	—	—	—	—	—	—
Freehold Land, called Ellwood —	—	—	—	132	3	32	3,862	2	2	113	397	417	3	10
	22,791	3	19	1,185	3	18	21,606	—	1	575	1,771	1,235	—	0
Detached Parts of the Forest belonging to the Crown, viz.														
Wallmore —	—	—	—	—	—	—	239	2	30	2	3	—	1	24
Northwood Green —	—	—	—	—	—	—	6	1	11	3	4	—	1	33
The Beesce —	—	—	—	—	—	—	102	1	14	—	3	1	1	13
Mawkins Hazles —	—	—	—	—	—	—	23	2	23	—	5	15	1	28
The Fence —	—	—	—	—	—	—	43	3	26	6	10	10	—	9
Glydden —	—	—	—	—	—	—	23	1	12	—	2	—	—	28
							22,045	—	37	589	1,798	1,385	3	21
Besides the above, there is a Tract of Land belonging to the Forest, called Hudnalls, lying near the Town of Saint Briavel's, which, by an ancient Plan delivered to us by the Commissioners, appears to contain —													Included in the General Total.	
							1,205	—	30					
							23,250	1	27					
Note.—There being an ancient Office Plan of the Hudnalls, we did not think it necessary to make a fresh Plan of that Land, as it contains no Timber, and the Wood upon it being cut by the Inhabitants of St. Briavel's.														
Total Quantity of Land belonging to the Crown in the Forest —												A.	R.	P.
												23,250	1	27
In this Quantity, the Lands called Whitmead Park, in Lease from the Crown to the Earl of Berkeley, are included, which Lands being inclosed, and not subject to Common of Herbage, are to be deducted from the Forest Land —														
												234	1	38
And Above's Wood and Rulparch Mead, claimed by Tho ^s Crawley Boovey, Esq ^r , being held under a Grant from the Crown, in which the Herbage is excepted for the King's Deer, the Herbage belongs to the Forest, tho' the Timber and Underwood are the Property of the Grantee —												23,015	3	29
												872	0	00
Total —												23,886	2	6

APPENDIX, N^o 41.

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The Names and Quantities of the Inclosures which have been made in this Forest for the Cultivation of Timber, and the present Condition of each, are as follows:

The Great Inclosure, which contained 743. 0. 25, was begun to be made about Twelve Years ago with Post and Rails, but before the Whole was completed, a great Part was taken away, and nothing now remains but the Bank; there are no young Trees of any Kind.

Stoneage Inclosure was made about 12 Years ago; it contained 125. 1. 10, and was fenced with a dry Stone Wall, which is for the most Part destroyed; there are a great many Thorns and Hollies, with some very fine large Oak, but no young Timber of any Kind coming up.

Coverham Inclosure, which contained 350. 2. 34, was made about 15 Years ago, Part with dry Stone Wall, and Part Post and Rails; nothing now remains of this Inclosure but the Bank, notwithstanding which there is a great Quantity of young Timber, for the most Part Beech, with a few Oaks.

The Perch Inclosure contained 198. 1. 26, and was also made about 15 Years ago, Part with dry Stone Wall, and Part Post and Rails; nothing but the Bank now remains.—There was a great Quantity of young Timber, particularly Beech, in this Inclosure, which is nearly all destroyed in Consequence of the Fences being pulled down.

Serridge Inclosure was made about 12 Years ago, it contained 409. 3. 20, and was fenced with a dry Stone Wall, of which but little remains, being quite open in many Parts; there are no young Trees of any Sort, and but few old Trees.

Heywood Inclosure contained 715. 3. 38, and was made about Ten Years ago, Part with a dry Stone Wall, and Part Pales, very few Traces of which now remain, and in some Parts none at all. We have been informed that great Part of the Wall was pulled down, or fell, before the Whole was completed, and the Pales carried away by Waggon, &c. soon after they were put up, and from its present Appearance, it is evident no Advantage has been derived from this Inclosure, as there are no young Trees in any Part of it.

The Three following Inclosures, containing together 323. 1. 33, are all that remain inclosed and in good Repair (except the Buckholt Inclosure after mentioned.)

Stapleage Inclosure, containing 183. 1. 3, has been made about 5 Years, Part with dry Stone Wall, and Part dead Hedge; in general in good Repair.—In some Parts of it there are some small Oak and Beech Plants, and also a few large Oaks and Beeches.

Speech House Inclosure, containing 5. 0. 6, was made about 4 Years ago by the Deputy Surveyor, and planted with Acorns, which have produced some young Oaks.

Birch Wood Inclosure, containing 135. 0. 24, has been made about 5 Years, Part with dead Hedge, and Part dry Stone Wall, which in general is in good Repair; there are but few young Oaks coming up.

Buckholt Inclosure, which contains 352. 3. 20, has been made about 30 Years, the greatest Part with a Stone Wall, the rest Hedge and Ditch. The Fences of this Inclosure have of late Years been kept in good Repair.—There are some very fine large Oaks in it, but in general it contains a great Quantity of fine young Beech.—There are also some Oak Trees of about Ten or Fifteen Years Growth, and young Oaks are coming up from Acorns which have been set in vacant Places. A few Weymouth Pines have also been planted in this Inclosure, which grow very well.

With respect to the Timber now growing in the said Forest, not having been instructed to make a particular Survey thereof, we have only taken it by general Observation, and have computed it to be as follows: (viz.)

24,000 Oak Trees which will measure upon an Average One Load and a Quarter each, Girt Measure; and

22,000 Oak Trees which will measure upon an Average Half a Load each.

This Calculation is exclusive of unfound Trees, of which there are many. There is also a considerable Number of fine large Beech, as well as young growing Trees, in several Parts of the Forest. The principal Stock of young Timber, from which any Expectation can be formed at present, is in the Lea Bailey and Lining Woods, which in general are well stocked, and would produce a considerable Quantity of fine Timber, if properly fenced and protected from the Depredations of Plunderers.

We have examined the Survey of the Timber made in 1783, and compared it with our own Observations; and we shall only say, upon the Subject of that Survey, that if it was accurately and justly taken at the Time, an immense Quantity of Timber must have been as one Way or other taken down in the Forest since that Period.

PROPOSAL for new Inclosures.

From the particular Situation of the Forest of Dean with respect to Coal Pits and other Circumstances, we should recommend that Six Inclosures be made in the Forest, to contain in the Whole about 18,000 Acres. By this Method the principal Roads, Coal Mines, and open Parts of the Forest, may be left out of the Inclosures, which is absolutely necessary to be attended to, as it would otherwise be almost impossible to prevent the Destruction of the Timber and young Trees.

The next Thing to be considered is the Expence of inclosing and planting them; and, as the Forest of Dean is in general of a good Soil, and very proper for the Produce of Oak Timber, we have confined ourselves to that in particular, and formed the following Estimate accordingly.

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EXPLANATION of the preceding Estimate.

Having considered that there are now growing in the Forest 22,000 Oak Trees, containing on an Average 100000 Loads and a Quarter each, amounting to 30,000 Loads, we estimate that at the lowest Calculation 1,500 Loads, Girt Measure, may be Annually cut, for 25 Years, from this Stock. We have likewise computed that there are about 22,000 Oak Trees, measuring on an Average Half a Load each: During the first 25 Years those 22,000 Trees will have increased in Proportion, and will no Doubt keep up the Supply of 1,500 Loads Annually, for 20 Years longer, by which Time there will be a Succession of Timber from the Tillers now growing in the Lea Valley, Edge Hills, Cheshams, &c. and which we apprehend may afford a Supply of 1,500 Loads per Annum for 25 Years more; so that we estimate there may be a constant Fall of 1,500 Loads per Annum for 70 Years, from the present Stock: At the End of which Time the new Plantations which we have proposed will be coming to Maturity.

Having before recommended the Inclosure of 18,000 Acres in Six Divisions, we propose that the Whole should be planted as soon as possible, in the following Manner:

A sufficient Number of Men to be employed in the Autumn, on turn Sods upside down, at 3 Foot apart, or as near that Distance as the present Cover will admit, and that others be employed to plant One or Two Acorns in each of the Sods, with a Dibber. This Work may be continued from the Beginning of November to the Middle of March, except in frosty Weather.

At the End of the first Ten Years after planting, every other Tree will require to be taken out, which will leave them at 6 Foot apart; the Faggots produced from this Thinning will do little more than pay for the Labour.

At 15 Years Growth it will again be necessary to have every other Tree taken out, which will leave them at 12 Foot apart; and the Faggots produced from this Cutting will be worth 10s. per Acre more than the Expence of Cutting.

At 25 Years Growth, 132 Trees should be cut down upon each Acre, and the Whole of the Underwood, which will leave the Trees at 16 Foot apart. In this Cutting Attention should be paid to leave those Trees which are the most thrifty, and likely to produce the best Timber, even if they should not be exactly at the proper Distances. The Underwood will be worth 50s. per Acre more than the Expence of Cutting, and the Tillers 9d. each.

At 35 Years the Underwood should be again cut, and the Oaks thinned, so as to leave them at 20 Foot apart. The Tillers will then be worth 2s. 6d. each, and the Underwood 40s. per Acre.

At 45 Years the Underwood should be again cut, and the Oaks thinned, so as to leave 75 Trees upon each Acre, the 34 Trees then to be cut will be worth, upon an Average, 10s. each, and the Underwood 30s. per Acre.

At 55 Years, 5 Trees upon each Acre should be cut, which will be worth 15s. each.

At 60 Years, 5 Trees on each Acre, which will be worth 18s. each.

At 65 Years, 5 Trees on each Acre, worth 24s. each, at 70 Years 5 Trees more, worth £. 1. 12s. 6d. each. At 75 Years 5 Trees more, worth £. 2. 7s. 6d. each. At 80 Years, we suppose that many of the Trees will be come to Maturity, and therefore, instead of cutting those Trees which are the worst, as it will be advisable to do till this Period, those Trees that have done growing should then be chosen; and as they will probably be large, we compute that 5 Trees may be then cut on each Acre, worth £. 3. 3s. each.

At 85 Years, 2 Trees on each Acre may be cut, worth £. 5 each. At 90 Years, One Tree, worth £. 6. At 95 Years, One Tree, worth £. 7. And at 100 Years, One Tree may be cut, worth £. 8, upon each Acre.

There will then remain 40 Trees upon each Acre, which, upon 18,000 Acres, is 720,000 Trees; but as many Parts of the Forest are at present covered with Timber, which cannot be immediately cleared, the Whole of the 720,000 Trees will not be of 100 Years Growth; but they will nevertheless supply a constant Fall of 7,200 Trees per Annum for ever, provided Acorns shall be planted to supply the Place of every Tree felled, and only One of those Acorns shall come to Maturity, by which Means a constant Succession will be kept up, and those 7,200 Trees may be expected to contain 14,400 Loads of Timber, Girt Measure, or 22,600 Loads Square Measure, and will be worth £. 57,600.

And although we have before recommended the Annual Fall of 1,500 Loads from the Timber now growing upon the Forest, yet we think it more advisable to have the Whole of the Timber in the Forest examined, and all those Trees marked to be cut down which have done growing, and will not improve, by which Method the Forest will be better cleared for the new Plantations.

A. and W. DRIVER.

Land Revenue Office,
Scotland Yard,
11th June 1785.

CHAS MIDDLETON.
JNO CALL.
JOHN FORDYCE.

T H E F O U R T H
R E P O R T

OF THE
C O M M I S S I O N E R S

A P P O I N T E D T O E N Q U I R E I N T O

The S T A T E and C O N D I T I O N

O F T H E

Woods, Forests, and Land Revenues

O F T H E

C R O W N,

A N D T O S E L L O R A L I E N A T E

Free Farm and other Unimproveable R E N T S.

Dated 3d F E B R U A R Y 1789.

Ordered to be printed 17th February 1789.

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To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled.

**The FOURTH REPORT of the Commiſſioners
appointed to enquire into the State and Condition
of the WOODS, FORESTS, and LAND
REVENUES of the CROWN, and to
ſell or alienate Fee Farm and other Unimproveable
RENTS.**

SINCE the Delivery of our Report on the Foreſt of Dean, towards the End of the laſt Seſſion of Parliament, we have been employed chiefly in collecting Information concerning the State and Condition of other of His Majeſty's Foreſts; and we flattered ourſelves that we ſhould have been prepared to lay before the Legiſlature a Report on the New Foreſt, together with a Plan of it, made under our Direction, from which, with the Approbation of the Lords Commiſſioners of His Majeſty's Treaſury, we judged it proper to order a Map to be engraved: But the Severity of the Weather having prevented our Surveyors from compleating their Buſineſs, and full Answers not being yet returned to all our Enquiries, we have found ourſelves under the Neceſſity of deferring our Report on the New Foreſt ſome Time longer; being unwilling to make any Report on a Subject of ſo much Conſequence before our Information concerning it ſhould be rendered as compleat as poſſible. The Delay occaſioned by theſe Means being unavoidable, and the Act by which we are appointed requiring that we ſhould deliver a Report within a limited Time after the Commencement of each Seſſion of Parliament, we propoſe, in Compliance with that Requiſition, to take the preſent Occaſion of ſtating what we have done, in purſuance of the Powers veſted in us to ſell or alienate Fee Farm or other Unimproveable Rents, ſince the Delivery of our Report on that Subject in the Month of December 1787.

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The Sale of the Fee Farm Rents belonging to the Crown is certainly an Object of great Convenience to many Individuals, by affording them an Opportunity of exonerating their Estates from the Charge, and themselves from the Inconvenience, of a Yearly Attendance at a distant Audit, at an Expence in many Instances far exceeding the Amount of the Rents. This the Act of Parliament has provided for, by an easy and simple Mode of Conveyance, and at a small Expence. The Sale is also a Measure of some Advantage to the Crown: By investing the Produce in the Public Funds, an Income of greater Amount is obtained, liable to no Diminution, and receivable with very little Trouble, and without Expence; and the Salaries and Allowances of the Receivers and Bailiffs employed in the Collection of the Rents, which are a very heavy Charge on this small Branch of Revenue, will be gradually lessened.

To secure to the Proprietors of Estates chargeable with any such Rents the Benefit intended to them by this Measure, a Clause was inserted in the Act of Parliament, directing the Preference of Purchase to be given to them from the Time of the Commencement of the Act, in July 1786, to the 1st of January 1788; and, in order that every one inclined to take the Benefit of this Provision might be apprized of the Opportunity, as well as of the Means of doing it, we took every Method in our Power to make the same publicly known, by inserting Advertisements in the London and Country News-papers, and by directing the Receivers to circulate printed Notices of the Sale at successive Audits. A very considerable Number of Proprietors accordingly availed themselves of it, within the Time limited by the Act for giving the Preference to them; and many Purchases have since been made by other Proprietors, who, notwithstanding our Advertisements, had not obtained an earlier Knowledge of the Sale.

The Act having required that we should sell these Rents for the best Price we could obtain, under certain Limitations therein prescribed, we endeavoured, previous to the Commencement of the Sale, to obtain the best Information of the Rates or Prices at which Rents of this Kind were commonly sold among private Owners; and upon mature Consideration of all relative Circumstances, particularly of the Smallness of the Payments in general, and the Convenience arising from the Purchase of such Rents to the Owners of the Estates on which they were charged, and that the Purchase of the Rents would also extinguish the additional Charges of Acquittance Fees, Alienation Fees, Letters, Messengers, and other incidental Expenses, added by the Receivers (sometimes to a considerable Amount) it was our Opinion that it would, on the Whole, be well worth the while of Owners of Estates so circumstanced to buy off these Incumbrances at the Rate of Thirty Years Purchase of the Net Payment to the Crown.

Upwards

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Upwards of Sixteen hundred Rents have been fold, and to near 1200 different Proprietors: But the Payments being mostly very small, the Net Annual Amount of them, deducting the Land Tax on such as were charged with it, does not exceed One thousand Three hundred and Seventy Pounds. The Purchase Money arising from the Sale of these Rents is somewhat more than Forty-one thousand Pounds, with which we have purchased Fifty-five thousand Pounds Capital Stock in the 3 per Cent. Consolidated Bank Annuities, leaving a small Surplus yet uninvested.

£. 1370.

£. 41,000.

£. 55,000.

The greater Number of the Rents which we have hitherto disposed of have been fold to the Persons by whom they were paid; some Rents have however been purchased by others, in order to be annexed to neighbouring Manors and Estates; and we have lately received Proposals for purchasing the Whole of the unfold Rents in some Counties, probably with a View of selling them out again at advanced Prices, to the Proprietors of the Estates out of which they are payable.

Though we have not yet sold any Rents for less than Thirty Years Purchase, yet, as it cannot be expected that Persons intending to buy a Number of Rents of this Kind together, in order to make a Profit of them by Sale, will give so large a Price, we shall think it prudent to make some Abatement in the Terms, in order to encourage the Sale, and as the Time limited by the Act for giving the Preference of Purchase to the Proprietors of the Estates is expired, we shall think it right to treat with any other Persons desirous of becoming Purchasers, and willing to give a fair and reasonable Price.

Land Revenue Office,
Scotland Yard,
3d February 1789.

CHAS MIDDLETON, (L. S.)
JN^o CALL, (L. S.)
JOHN FORDYCE, (L. S.)



T H E F I F T H
R E P O R T
O F T H E
C O M M I S S I O N E R S

A P P O I N T E D T O E N Q U I R E I N T O

The S T A T E a n d C O N D I T I O N

O F T H E

Woods, Forests, and Land Revenues

O F T H E

C R O W N,

A N D T O S E L L O R A L I E N A T E

Fee Farm and other Unimproveable R E N T S.

Dated 22d J U L Y 1789.

Ordered to be printed 24th July 1789.

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

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THE UNIVERSITY OF CHICAGO

CHICAGO, ILL.

To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled.

The FIFTH REPORT of the Commiſſioners
appointed to enquire into the State and Condition
of the WOODS, FORESTS, and LAND
REVENUES of the CROWN, and to
fell or alienate Fee Farm and other Unimproveable
RENTS.

HAVING, in our Third Report, given a brief Account of the antient Government of the Forests in general, under the Forest Laws, and of the Changes which gradually took place on the Decline of that Eſtabliſhment, terminating in the preſent System of Management; having ſhewn the Defects in that new System, and mentioned the Neceſſity we ſhould be under (from the various and diſſimilar Rights of the Crown and of Individuals in the different Forests) to report the State of each Forest ſeparately; —we propoſe now to lay before the Legiſlature the Reſult of our Enquiry into the State and Condition of the New Forest, and to ſuggeſt the beſt Means that occur to us for its future Management and Improvement.

Reference to Third
Report, for a State of
the antient Govern-
ment of the Forests.

New Forest the Sub-
ject of this Report.

The New Forest is ſituated in that Part of Hampſhire which is bounded on the Eaſt by Southampton River, and on the South by the Britiſh Channel. It poſſeſſes Advantages of Situation, with reſpect to the Convenience of Water Carriage, and nearneſs to the Dock Yards, ſuperior to every other Forest, having in its Neighbourhood ſeveral Ports and Places for ſhipping Timber, among which Lymington is at the Diſtance of only Two Miles, Bewley about Half a Mile, and Redbridge Three or Four Miles from the Forest; and the Navigation to Portſmouth, the moſt conſiderable Dock Yard in this Kingdom, is only about 30 Miles from the neareſt of theſe Places.

Its Situation;

Convenience of Wa-
ter Carriage;

Vicinity to Portſ-
mouth Dock Yard.

This is the only Forest belonging to the Crown, of which the Origin is known: Domeſday Book contains the moſt diſtinct Account of its Afforeſtation by William the Conqueror: The Contents of every Field, Farm, or Eſtate afforeſted, in Hides, Carucates, or Virgates, by which the Extent of Land was then computed, together with the Names of the Hundreds and Villages, and of the former Proprietors

Original Afforeſta-
tion by W^m the Con-
queror, deſcribed in
Domeſday Book.

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(which are for the most Part Saxon) the Rent or Yearly Value of each Possession, and the Tax which had been paid for it to the Crown, during the Reign of Edward the Confessor, before the Inhabitants were expelled, and that Part of the Country laid waste, are all to be found in that most curious and venerable Record.

Extracts from Domesday.

Wishing to discover the original Extent of the Forest, we extracted, for our own Information, all that relates to it in that antient Survey. The Extract is far too voluminous to be inserted in the Appendix to this Report; but we have given there a Copy of two or three of the Articles, as a Specimen of what may be found in the Book itself, relative to the whole Forest.

Appendix, N^o 1.

Perambulation, 8 Edw^d I.

Appendix, N^o 2.

Extent at that Time.

The Names of many of the Places having been changed since that Time, it is difficult to ascertain, with Precision, what were then the Limits of the Forest. The oldest Perambulation we have met with is among the Pleas of the Forest, in the 8th Year of King Edward I. preserved in the Chapter-House at Westminster; and a Copy of it is inserted in the Appendix. The Boundaries there described include all the Country from Southampton River on the East to the Avon on the West, following the Sea Coast as the Southern Boundary between those Rivers, and extending Northwards as far as North Chardeford, or North Charford, on the West; and to Wade and Orebidge, or Owerbridge, on the East; and the greatest Part, if not the Whole, of that extensive District, is mentioned in Domesday Book to be Forest, belonging to the Crown.

Perambulation, 29 Edw^d I. reducing the former Limits.

Appendix, N^o 3.

Perambulation, 22^d Char^l II.

Another Perambulation was, however, made in the 29th of the same King, which leaves out a great Part of the Country contained within the former. This Perambulation, which is preserved in the Tower, and of which a Copy is also given in the Appendix, confines the Forest to Limits, which, as far as we can trace them, appear to have been followed in the 22d Year of Charles II. when the Forest was again perambulated. By the Charta de Foresta, all Lands not belonging to the Crown which had been afforested by Henry II. Richard I. or King John, were to be disafforested; but as no Provision was made for the Reduction of the more antient Afforestations, it is not easy to account for the great Diminution of this Forest in the Reign of Edward I. who was not a Prince likely to submit to any Incroachment on his Rights.

Appendix, N^o 4.

Plan of the Forest.

The Perambulation of the 22d Charles II. also inserted in the Appendix, is the last which we find on Record; it contains the present legal Bounds of the Forest, and was given to our Surveyors as their Guide, in taking the Plan which they have made by our Direction. From that Plan, with the Approbation of the Lords Commissioners of His Majesty's Treasury, an Engraving has been made, a Copy of which will be delivered with this Report.

Present Extent.

Number of Acres.

Freehold Estates within the Perambulation;

Copyholds of Lyndhurst Manor;

Leaseholds from the Crown.

Incroachments on the Forest;

Inclosed Lands held with the Lodges;

According to the last-mentioned Perambulation, and the Plan, the Forest extends from Godhill on the North-West, to the Sea on the South-East, about Twenty Miles; and from Hardley on the East, to Ringwood on the West, about Fifteen Miles; and contains within those Limits about 92,365 Acres, Statute Measure. The Whole of that Quantity, however, is not Forest Land, or now the Property of the Crown: There are several Manors and other considerable Freehold Estates within the Perambulation, belonging to Individuals, to the Amount of about 24,797 Acres: About 625 Acres are Copyhold, or Customary Lands, belonging to His Majesty's Manor of Lyndhurst: About 1004 Acres are Leasehold, under the Crown, granted for certain Terms of Years, and forming Part of the demised Land Revenue, under the Management of the Surveyor General of Crown Lands: About 901 Acres are Purprestures, or Incroachments on the Forest: About 1193 Acres more are inclosed Lands, held by the Master-Keepers and Groom-Keepers, with their respective Lodges;

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and the Remainder, being about 63,845 Acres, are the Woods and Waste Lands of the Forest. Forest Land.

In each Species of the Property abovementioned, the Crown has different Rights or Interests. Different Interests of the Crown :

1st. In such of the Freeholds within the Perambulations as are subject to the Regard of the Forest, and which are of the Nature of Purlicus, the Crown preserves certain Rights relative to the Deer and Game, which Rights are now of little Value to the Crown, but if exercised to their full Extent, would be very prejudicial to the Owners of the Lands, and in most of the Townships and Villages which have Right of Common in the Forest, the Estates are subject to the Payment of small Rents to the Crown, in Corn, Fowls, and Eggs; and in Money under the different Denominations of Hocktide Money, Mouth Money, Lease Fee Money, and Turf Delf Money, for Pasture and Fuel (all comprized under the general Denomination of Forest Rents); and to certain Rates payable for the Pannage of Swine. In the Freeholds,

2dly. The Copyhold Lands belonging to the Manor of Lyndhurst, are the Soil and Inheritance of the Crown, and are granted to sundry Tenants by Copy of Court Roll, according to the Custom of that Manor: They are subject to the Payment of certain Quit Rents, which, according to an Account delivered to us by the Steward, amount to £.10. 16s. 7½d. per Annum, and to a Fine on adding or exchanging Lives. Heriots are also due from some of these Estates, but have not been taken for several Years past. The Fines, which are arbitrary, are at present computed on an old Valuation, which appears by the same Account to amount to £.476. 7s. 1½d. per Annum. The Timber and Trees on these Estates are likewise the Property of the Crown: Some of the Tenants of the Manor, distinguished by the Name of the Homage Tenants, are entitled by Custom to Estovers for Fuel and Repairs, with which they are supplied from the Forest. Copyholds,

3dly. The Estates within the Forest granted by Lease are the entire Property of the Crown; they are only Two in Number, viz. New Park, near Lyndhurst, containing 417 Acres Statute Measure, of which 143 Acres are Pasture and Arable Land; the rest is Woodland and rough Ground, of a Soil very favourable for the Growth of Oak, with a considerable Quantity of fine Timber now growing thereon. This Park is used as the general Pound for the Forest, for putting in stray Cattle found trespassing on the Common; and the Keeper of the Park is obliged, upon the Drifts of the Forest, to take the Custody of such stray Cattle till claimed by the Owners, or otherwise disposed of according to Law, and is paid for the keeping of them by the Owners on taking them out of the Pound. The Custody of this Park is held by the Duke of Bedford, under a Lease granted in the Year 1771, to the late Duke of Bedford, for a Term of 31 Years, under a Rent of £.15 per Annum. Leaseholds, 14th Jan^y 1771.

The other Leasehold Estate consists of a House called Cox Lease, and about 113 Acres of Land, and another House and about 96 Acres called Pondhead Farm, both near Lyndhurst, with Two inclosed Woods adjoining, called The Park Grounds and Mine House Grounds, containing 240 Acres; and another Wood called Cox Lease Wild Grounds, containing 45 Acres, all very favourable for the Growth of Timber, and well stocked with Oak and Beech. There are also comprized in this Lease some rough Pasture Lands called Butts Lawn Grounds, containing 91 Acres, which appear to have been heretofore inclosed, but the Fences are not now kept up. All these are held by the Representatives of the late Sir Philip Jennings Clerke, Baronet, under a Lease granted in the Year 1760, to Pamela Debell, Widow, for 31 Years, under Two Rents of £.6. 6s. 8d. and £.1 per Annum. In both these Leases the Timber is ex- 18th Feb^y 1760.

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cepted

cepted to the Crown, and the Lessees have covenanted to keep the Buildings in Repair.

Incroachments,

4thly. The Incroachments or Purprestures, containing 902 Acres, consist chiefly of Cottages built by poor People, and small Parcels of Land adjoining to them. Some of the Incroachments have however been made by the Proprietors of neighbouring Estates, and added to their own Property. The Incroachments are held at present without paying any Rent or Acknowledgment to the Crown; but having generally, if not in every Instance, been presented at the Forest Courts, and ordered to be pulled down and laid open, and the Intruders fined, the Lands must still be considered to belong to the Crown.

Lands inclosed with the Lodges;

5thly. The Lands held with the Lodges in the Forest, or the greatest Part of them, which have been inclosed for Time immemorial, are the entire Property of the Crown, not subject to Rights of Common, or any other Claims.

and open Forest Lands.

6thly. The Forest Lands, containing 63,845 Acres, are also the Property of the Crown, subject to certain Rights of Common of Pasture, Pannage, and Fuel, belonging to the Proprietors of Estates within or adjacent to the Forest; which Rights, under certain Limitations, were particularly saved and reserved to the Proprietors, and those of the Crown were defined and ascertained, by the Act of 5th and 10th William III. for the Increase and Preservation of Timber in this Forest, of which an Abstract is inserted in the Appendix.

Act 5 and 10 W^m III. for Improvement of this Forest. Appendix, N^o 5.

The Crown impow- ered to inclose 6,000 Acres, as a Nursery for Timber;

By that Act the Crown was empowered to inclose Two thousand Acres of the Waste Lands of the said Forest, viz. One thousand Acres forthwith, and the remaining One thousand Acres immediately after the First Session of Parliament after the Year 1699; and also Two hundred Acres more, Yearly, for Twenty Years following, making in all Six thousand Acres, "to remain in Severalty in the actual Possession of the Crown for ever, freed and discharged from all Manner of Right, Title, and Pretence whatsoever, and to be called, made, and kept, a Nursery for Wood and Timber only." And the Crown was likewise empowered, so soon as the Trees in all or any Part of such Inclosures, should be past Danger of being hurt by Cattle or Deer, to throw open the same, and in lieu thereof to inclose an equal Quantity in any other Part of the Forest; keeping, in this Way, Six thousand Acres constantly inclosed as a Nursery for Timber. The Crown has also a Right to keep Deer on the uninclosed Part of the Forest, at all Times, without any Limitation on the Number.

and on throwing open the same, to inclose a like Quantity.

Right to keep Deer, without Limitation of Number.

Rights of Pasture and Pannage saved to the neighbouring Inhabitants;

except during the Fence Month; and Time of Winter Haining;

subject to the Forest Laws.

Right of Fuel saved; but not to be sold, &c.

By the same Act it was provided, "That all Persons having any Right of Pasture or Pannage, or any Privileges within the Forest, should hold and enjoy the same; that is to say, their Right of Pannage between the 14th September and the 11th of November, Yearly (Old Style) and their Right of Common of Pasture in and through the Waste Grounds of the Forest, at such Time and Times as the same should not be inclosed, the Time of the Fence Month, that is to say, 15 Days before and 15 Days after Midsummer, Yearly, and the Time of Winter Haining, that is to say, from the 11th of November to the 23d of April, Yearly (O. S.) excepted, under and subject to the Forest Laws; saving also to the several adjacent Inhabitants their antient Right of Fuel, provided that such Inhabitants should not sell or otherwise dispose of any Part thereof, nor that any Person or Persons presume to receive or take the same in other Manner than they ought, nor by Reason of any Claim or Pretence of any Right that was not allowed, according to the Laws of the Forest, before the 27th Year of Queen Elizabeth.

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The Rights of all Parties being thus distinctly ascertained by this Act of Parliament, and there being no Claim of any Consequence, founded on ancient Usage, prior to the Date of that Act, except that of Eltovers for Fuel, to the adjacent Inhabitants, which is not likely to become the Subject of any Litigation or Dispute, we do not find it necessary to swell this Report with numerous Extracts from the ancient Papers and Documents relative to it, or from the Books of the Forest, which we had Occasion to peruse: We shall therefore only briefly state, that after a careful Examination of all the Forest Books, of prior Date to this Act of Parliament, in the Custody of the Deputy Steward of the Courts of the Forest, and after perusing the Proceedings in Parliament while the Bill was depending, we are satisfied that no Hardship or Injustice was done to the neighbouring Inhabitants, or Proprietors of Estates, by any of the Clauses of that Act, but that the greatest Attention was bestowed on an Enquiry into their Rights, as well as those of the Crown, and into the Condition of the Forest, the Abuses which prevailed, and the Means of remedying them; with which View different Commissions of Enquiry were issued to Men of Knowledge and Consideration, to which full and distinct Answers were returned; and it was not until after the fullest Investigation had been made, Counsel heard, and Witnesses examined, on Behalf of those who had Claims on the Forest, and the Bill debated and amended by the Lords, and those Amendments discussed and agreed to by the Commons, that the Act was suffered to pass.

We have also perused with Attention the Forest Court Books since that Act was passed; and though the salutary Provisions which it contains have unfortunately not been regularly attended to, yet there is no Part of them which has not, at some Times, been carried into Effect; and there are many Examples in the Proceedings of those Courts, of the Trial and Punishment, under that Law, of Transgressions or Offences of every Kind since committed, to the Injury of the Forest; so that no Person whatever can pretend a long uninterrupted Enjoyment of any Right forbidden by that Act of Parliament.

The Right to Fuel Wood is limited and ascertained by a Decree of the Court of Exchequer, dated 19th June, 26th Elizabeth, by which it was ordered, "That no Inhabitant of any House newly built, since the Beginning of the Queen's Reign, should be allowed any Wood in the said Forest, to be spent in any such new built House." This hath ever since been held to be the Rule of judging whether the Inhabitant of any House claiming Fuel Wood is entitled to it or not; and the Claims for Fuel Wood, with every other Claim on the Forest, are to be found in the Records of the Proceedings of the last Justice Seat for this Forest, begun at Lyndhurst, and adjourned from thence to Winchester, the 29th of September 1670, before the Earl of Oxford, Lord Chief Justice in Eyre; in which Claims are also set forth the small Rents payable to the Crown by the Claimants for Pasture and Fuel, together with the Rates payable Annually for the Pannage of Swine.

No Injustice done to the Inhabitants by the Act of W^m III.

Provisions of that Act carried into Effect.

Right to Fuel limited by Decree, 26 Eliz^a.
Appendix, N^o 6.

Claims at the Justice Seat, 22 Ch^s II.

Bailiwicks and Walks
in the Forest.

The New Forest is divided into Nine Bailiwicks, which are subdivided into Fifteen Walks, hereafter particularized: The Officers of the Forest are,

List of Officers.	A Lord Warden	—	His Royal Highness the Duke of Gloucester,
	Lieutenant	—	Vacant,
	Riding Forester	—	Sir Harry Burrard, Bar ^t ,
	Bowbearer	—	George Rose, Esq ^r ,
	Two Rangers	—	{ Charles, Lord Cadogan,
			{ Sir Harry Burrard, Bar ^t ,
	Woodward	—	Stanley George Heywood, Esq ^r ,
	Under Woodward	—	Mr. Thomas Jeans,
			{ Sir Richard Wortley, Bar ^t ,
	Four Verderers	—	{ William Mitford, Esq ^r ,
			{ George Rose, Esq ^r ,
			{ Peter Serle, Esq ^r ,
	High Steward	—	James Mansfield, Esq ^r ,
	Under Steward	—	Richard Fexard Mansfield, Esq ^r .

Twelve Rangers.

Nine Foresters, or Master Keepers, being One to each Bailiwick; and there have been usually Fifteen Under Foresters or Groom Keepers, but at present there are only Thirteen, Two of them being appointed to the Keepership of Two Walks each, viz^t.

Bailiwicks.	Foresters, or Master Keepers.	Walks.	Under Foresters, or Groom Keepers.
Burley Bailiwick	Duke of Bolton	{ Burley Walk — — } { Holmefley Walk — — }	Thomas Holloway.
Fritham Bailiwick	John Earl De La Warr	Bolderwood Walk — —	James Mastell.
Godhill Bailiwick	Charles Lord Cadogan	Eyeworth Walk — —	William Cooper.
Lynwood Bailiwick	Henry Bathurst, Esq ^r	Abley Walk — —	Anthony Bumpstead.
Batramfley Bailiwick	Nathaniel Heywood, Esq ^r	Broome Walk — —	Tho ^s Toomer, Sen ^r .
		Rhinefield Walk — —	Edward Toomer.
		Wilverley Walk — —	Tho ^s Toomer, Jun ^r .
South Bailiwick	Edward Morant, Esq ^r	Whitley Ridge Walk — —	William Piper.
		Lady Cross Walk — —	
East Bailiwick, and the Nodes	Dodington Egerton, Esq ^r	Deany Walk and the Nodes — —	Edward Pierce.
		Ashurst Walk — —	George Maynard.
Isle Bailiwick	His Royal Highness Prince William Frederick	Ironhill Walk — —	Stephen Burton.
North Bailiwick	Earl of Hchester	{ Castle Malwood Walk — — } { Bramble Hill Walk — — }	Rob ^t Witherington. Flower Archurch.

Besides these there were formerly Agiftors for this Forest, whose Duty was to receive the Agiftment or Profit arising from the Herbage and Pannage, for the King's Use; but the Herbage and Pannage being granted to the Lord Warden, those Profits are collected by the Lord Warden's Steward, and the Appointment of Agiftors has been discontinued for near a Century past.

There were likewise a Verminer and Sub-Verminer; but those Appointments also ceased about the same Time.

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The Lord Warden is appointed by Letters Patent under the Great Seal, during His Majesty's Pleasure. This Officer has a general Superintendence and Command over the Forest in all Matters relative to Vert and Venison; and appoints the Bow-bearer, Rangers, Steward, and all the Master Keepers and Groom Keepers, to continue during his Pleasure; except in the Bailiwick of Barley, which is granted by Patent for a Term of Years. There are granted to the Lord Warden by his Patent the Manor of Lyndhurst and Hundred of Redbridge (or New Forest Hundred) and the Office of Keeper of the Decoy Pond, with the Herbage and Pannage, the Turf, Fern, and Heath, and the Rents of the Free Tenants and Suitors of the Forest, reserving to the Crown Three small Rents, amounting to £. 6 per Ann.; and the Lord Warden has the Possession of the King's House at Lyndhurst, with an Allowance of £. 70 per Ann. for keeping the House and Stables in Repair; but that Allowance has for many Years past been paid as a Salary to a Person appointed by the Lord Warden, as House Keeper of the King's House, and called the Lord Warden's Steward; and the Repairs are done at the Charge of the Crown.

Lord Warden; his
Officers and Emoluments.

In Two of the Bailiwicks, namely, Godshill and Linwood, the Forest Rents have for many Years past been let or farmed out to the Under Keepers of those Bailiwicks, paying a certain Sum Annually to the Use of the Lord Warden, and keeping the Residue for their own Use; and in all the Bailiwicks that Part of the Rents which consists of Corn, or other Payments in Kind, is allowed to the Under Keepers for their own Benefit. From the Neglect of those who have formerly held these Offices, in not keeping, or delivering to their Successors, proper Accounts of these Rents and Payments, we have not yet been able to obtain a satisfactory Account of this Part of the Forest Collections; but wherever we have obtained any Knowledge of the Payments formerly made, we find them now much diminished. The Quit Rents of Lyndhurst Manor, and a Part of the Forest Rents, are collected by the Lord Warden's Steward; and the Remainder, which are payable in small Districts called Tythings, are collected by the Tything-men, and paid over to him. The Amount of the Rental is Ninety six Pounds and Two Shillings per Annum, but some few of the Rents are in Arrear. The Sum accounted for to the Lord Warden's Use is Eighty-six Pounds Seven Shillings and Five Pence per Annum, and the Steward is allowed to keep what he collects above that Sum. The same Person receives the Pannage Money for Swine turned into the Forest in Pannage Time, and takes Charge of Cattle and Swine unchallenged (or unclaimed) on driving the Forest, which, if not owned within a Year, become the Property of the Lord Warden; but the present Steward states that no Instance of that Sort has happened since his Appointment.

Forest Rents, how
collected.

£. 96. 2. —
Appendix, N^o 7.
s. d.
£. 86. 7. 5.

The Courts of the Manor and Hundred are held by Mr. Mansfield, the Under Steward of the Forest; and the Profits arising to the Lord Warden from the Whole are as follows:

Appendix, N^o 13 and
14.

The Fines of Copyholders of the Manor of Lyndhurst for the last Ten Years, from 1st January 1779 to 1st January 1789, are stated by Mr. Mansfield to have amounted to	£. 1,278. 12s. 4d. or, communibus Annis	£. s. d.
The Quit Rents of the Copyholds	—	127 17 3
The Residue of the Quit Rents, Month Money, and other Forest Rents, as now answered, exclusive of the two Rents next mentioned, amount to	—	10 16 7½
The Decoy Pond, with a House and small Quantity of Land held with it, now let at	—	61 10 9½
And the Rent of a Meadow called Queen-Ham, in the Parish of Eling, now let at	—	10 — —
	—	4 — —
		£. 214 4 8

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The

Salary and Perquisites of the Lord Warden's Steward.

Appendix, N^o 7.

£. 13. 12. 1.

£. 70. — —

£. 25. — —

£. 16. — —

The Profits of the Pannage, which have amounted, on an Average of the last 4 Years, to Thirteen Pounds Twelve Shillings and One Penny per Annum, are allowed to be kept by the House Steward for his own Use; besides which he has the Salary or Allowance of Seventy Pounds per Annum before-mentioned, and the Use of some Lands belonging to the King's House, and to Ironhill Lodge, worth about Twenty-five Pounds per Annum; he is also One of the Regarders of the Forest, and receives Fees in that Capacity to the Amount of about Sixteen Pounds per Annum.

Riding Forester, his Office and Emoluments.

Appendix, N^o 8.

£. 500.

The Riding Forester is likewise appointed by Letters Patent during His Majesty's Pleasure. This Officer describes his Duty to be to ride before the King, when he goes into the Forest. His Salary is Five hundred Pounds per Annum, payable at the Exchequer; and he has One Fee Buck and Fee Doe Yearly from the Forest.

Bowbearer.

Appendix, N^o 9.

£. 2.

The Bowbearer is appointed by the Lord Warden during his Pleasure. His Duty is said to be to attend the King with a Bow and Arrows, when in the Forest. His Salary is Forty Shillings a Year, and he has likewise a Fee Buck and Doe Yearly.

Rangers.

Appendix, N^{os} 8 & 10.

£. 2. 13. 4.

£. 4. — —

The Rangers are appointed by the Lord Warden during his Pleasure. The Duty of that Office is to drive the Deer, which stray into the Purdieu, back again into the Forest. The Salary is Two Pounds Thirteen Shillings and Four Pence per Annum, besides Four Pounds per Annum in lieu of a certain Quantity of Wood formerly allowed to them; and One Fee Buck and Doe yearly to each Ranger.

Woodward.

Appendix, N^o 11.

£. 150. — —

£. 50. — —

£. 200. — —

The Woodward is appointed by Letters Patent during His Majesty's Pleasure. The Salary allowed by the Patent is One hundred and Fifty Pounds per Annum for himself, and Fifty Pounds for his Deputy; which Salaries are mentioned to be in lieu of all Fees and Allowances whatsoever: But since the Year 1769, the Woodward has been paid Two hundred Pounds a Year for himself, besides the Salary of the Deputy; and he receives Perquisites arising from the Bark of Timber assigned for Repairs to the Tenants of Lyndhurst Manor, amounting to about Ten Pounds per Annum.

Deputy Woodward.

This Office is wholly executed by the Deputy Woodward, and the only Duty performed is to attend on the assigning of Wood for Fuel, to direct the digging of the Moor Wood (or Roots of Trees) and to dispose of it, and take Charge of Windfall Trees, and other Trees or Wood casually thrown down in the Forest. Such of those Trees as are fit for the Navy are delivered to the Purveyor, to be sent to the Dock Yard, and Navy Bills for the Value of them are issued to the High Woodward; the rest are valued by the Regarders, and sold by the Deputy Woodward, who accounts for the Produce to the High Woodward, and he is accountable for the Whole to the Crown. The Deputy Woodward, besides his Salary of Fifty Pounds per Annum, takes as Perquisites for himself the Lops and Tops of Timber assigned for Repairs to the Tenants of Lyndhurst Manor, amounting to about Twelve Pounds per Annum; for Tickets issued to the Diggers of the Moor Wood, a Fee of Two Shillings each, being about One Pound and Twelve Shillings per Annum; and he has an Assignment of Four Loads of Fuel Wood yearly from the Forest. The present Deputy Woodward is also One of the Regarders, and in that Capacity receives Fees to the Amount of about Sixteen Pounds per Annum.

£. 50. — —

Appendix, N^o 12.

£. 12. — —

£. 1. 12. — —

£. 16. — —

Verderers.

Appendix, N^o 9.

The Verderers, who are the Judges of the Swaimote and Attachment Courts, are chosen by the Freeholders of the County, by virtue of the King's Writ. They have no Salary, nor any Emolument or Perquisite, besides a Fee Buck and a Fee Doe yearly to each Verderer.

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The Steward and Under Steward are appointed by the Lord Warden, during Pleasure. The Under Steward describes it to be his Duty to attend at and enrol all the Proceedings of the Courts of Attachment and Swanmote, all Appointments of Officers by the Lord Warden, all Licences to sport in the Forest, and such Treasury Warrants for cutting Timber as are transmitted by the Deputy Surveyor for that Purpose; he likewise holds the Court Leet for the Hundred of Redbridge (or New Forest Hundred) and Courts Baron for the Manor of Lyndhurst. The High Steward has no Salary or Perquisites, except an old Annual Fee of Five Guineas paid by the Lord Warden. The Under Steward has not any Salary; his Fees are stated by him to arise from the Business of the Courts, and the Entry of Appointments and Warrants, which he calculates to amount on an Average to about Eighty Pounds per Ann. They are wholly paid by Individuals, except an ancient Allowance of One Pound Five Shillings, for attending each Attachment Court, which is charged to the Account of the Lord Warden. The High Steward has Two Fee Bucks, and the Deputy Steward One, Annually from the Forest.

Steward and Under
Steward.
Appendix, N^o 13 and
14.

The Regarders are chosen, as the Verderors are, by the Freeholders of the County. The Business of the Regarders, as now executed, is to attend at the marking of all Trees to be felled for any Purpose whatever; to value the Tops of Navy Timber, and any other Timber or Wood to be sold in the Forest; and attend both at the Sales of Wood, Timber, and Bark, and at the Delivery thereof to the Purchasers, as well as of the Naval Timber to the Officers of the Dock Yard. Formerly the Regarders used to inspect all Works done in the Forest, the making and planting of Inclosures, the Estimates for Buildings or Repairs, and the Execution of those Works, and to examine and attest the Accounts thereof; but of late Years this very useful Part of their Duty has been laid aside. The Regarders have no Salary or other Emoluments, except a Fee of Two Shillings and Sixpence a Day, paid to them when actually attending any Business relating to the Forest. Some of them live at a considerable Distance, and very rarely attend: Those who are most frequent in their Attendance, are Three or Four who reside at Lyndhurst and the neighbouring Villages, together with the Deputy Surveyor, Deputy Woodward, Purveyor of the Navy, and Lord Warden's Steward, all of whom have been chosen Regarders, and receive Fees as such, when attending the Business of their other Offices, though the Duties of those Offices are incompatible with that of Regarder, which was instituted as a Check upon the other Officers in the Forest. The Fees of the Regarders are paid by the Deputy Surveyor, Deputy Woodward, and Lord Warden's Steward, each for Attendance on the Business in his own Department; and it appears by the Examinations of those Officers, that the Deputy Woodward does not usually attend on the marking of Timber to be felled in the Surveyor's or Lord Warden's Departments, nor the Deputy Surveyor on the assigning of Fuel Wood or Repair Timber in the Department of the Woodward, or of Navy Timber in that of the Lord Warden, unless they happen to be in the Forest on other Business; but that they nevertheless pay each other the Fees of Regarder, and receive the like from the Lord Warden's Steward, in the same Manner as if they constantly attended. If it happens that Business is transacted in the Forest for the Lord Warden, the Surveyor General, and the Woodward, on the same Day, the Regarders present are paid separately by each, so that they receive Three Fees for such Day's Attendance. The Amount of the Regarder's Fees paid to the Purveyor, is about Nineteen Pounds per Annum, and to the Three other Officers abovenamed about Sixteen Pounds per Annum each: To all the other Regarders the Fees are considerably less, varying in proportion to their Attendance; and out of what they receive they defray the Expenses incurred for themselves and their Horses, so that very little remains to them for their own Time and Trouble.

Regarders.

See Examination of
Mr. Coleman,
Appendix, N^o 15.

Appendix, N^o 7, 12
and 25.

£. 19. — —
£. 16. — —

The Duty of the Master Keepers and Groom Keepers is to preserve the Vert and Venison in their respective Bailiwicks and Walks; to present at the Forest Courts, the

Master Keepers and
Groom Keepers.

Destruction

Destruction or Diminution of either, by Warrant or otherwise, and all Depredations or Inroadings on the Forest; and use their utmost Endeavours to prevent them: To admit no Cattle during the Fence Mooth and Winter Haining, or Swine, except in Pannage Time, and then only such as belong to those who have Right of Common: To admit no uncommonable Cattle at any Time, or Horses deemed unserviceable, or under the Size mentioned in the Act of 32d Henry VIII. for encouraging the Breed of Horses: To allow no Turf or Fern to be cut, but 10 Places to be appointed by themselves, nor any Coal Hearths for making Charcoal, except in the Waste Ground, in Places to be appointed by the Verderors and Regarders, nor within a Thousand Paces of any Inclosure for the Growth of Timber. In all the Bailiwicks, except that of Burley, the Master Keepers and Groom Keepers are appointed by the Lord Warden, during Pleasure. The Master Keepers of those Bailiwicks have no Salary, nor any Perquisites except Fee Deer; but those of Bolderwood, Ironhill, and Rhinefield Walks, have each a Lodge to reside in, with large Allowances of Fuel.

All appointed by the Lord Warden, except in Burley Bailiwick. Appendix, N^o 10, 16, 17, 18, 19.

Bailiwick of Burley granted by Patent. 10th June 1785.

The Keepership of the Bailiwick of Burley has been held for near a Century past by the Dukes of Bolton, by successive Grants, for Terms of Years or Lives. The last Grant to that Family expired in March 1786, and a farther Grant hath been made to the Earl of Lonsdale, for a Term of 30 Years from that Time. This Bailiwick comprizes the two Walks of Burley and Holmefley, which are very extensive. The Fee or Salary granted by the Patent is £.9. 2s. 6d. per Annum, which is paid by the Receiver of the demised Land Revenue in the County of Southampton. There is a large House or Lodge in Burley Walk for the Master Keeper, and a Lodge for an Under Keeper in each Walk, which the Grantee covenants to keep in Repair at his own Expence.

Appendix, N^o 20.

There have been usually Two Under Keepers for the Two Walks; but since the Year 1783 there has been only One for both. The present Under Keeper states, in his Examination, that the Master Keeper not being often in the Forest, nor for a long Continuance, he has himself the Care of the great Lodge, and constantly lives in it; and has also the Use of 35 Acres of inclosed Land belonging to that Lodge, and of both the Under Keeper's Lodges, and the Land belonging to them; that he receives from the Duke of Bolton a Salary of £.30 per Annum, as Keeper of Burley Walk, but none as Keeper of Holmefley; that there is Annually an Assignment of 25 Loads of Fuel Wood from the Forest for the great Lodge, which he has the Benefit of in the Absence of the Master Keeper, and a separate Assignment, to the Value of £.10, for each Under Keeper's Lodge; out of which he sells to the Amount of about £.25 clear, and uses the Remainder as Fuel. The rest of his Perquisites are Fees on killing Deer, about £.50; Profit by Sale of Wood cut for browsing the Deer about £.35; Profit from Rabbits killed in the Forest, about £.30; and from keeping Cattle and Swine, about £.22; besides the Lodges and Land, which he values at £.28; making together £.220 per Annum.

The Under Keeper also states, that there are Forest Rents in this Bailiwick belonging to the Master Keeper, amounting to about £.30 per Annum; and that the Master Keeper takes as Perquisites the Lops, Tops, and Bark of all Oak Timber felled in that Bailiwick, together with the Moor Wood (or Roots of Trees) and Windfalls, and 2s. 6d. for every Load of Fuel Wood assigned there.

These Perquisites, of Lops, Tops, Bark, and Windfall Trees, not being mentioned in the Patent under which the Office is now held, we have had Reference to former Grants, and find that the Lops, Tops, and Windfall Wood, with the Herbage and Pannage, and Forest Rents within this Bailiwick, were uniformly granted with the Office of Bailiff prior to the 8th of George I. under a Rent of £.5. 3s. 4d. per Annum, payable to the Crown; but that in all the Grants since that Time those

Words

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Words have been left out, and the Refervation of the Rent discontinued. From that Alteration in the Terms of the Patent, it seems to have been intended that those Perquisites should have ceased: And as the Act of 9th and 10th William III. has prohibited and declared void all Grants of Wood and Timber within this Forest, we apprehend that no Person can be entitled to any Wood or Timber there, under any Grant made since the passing of that Act.—It appears however, that those Perquisites have continued to be taken, and that the Rent of £. 5. 3s. 4d. is still paid to the Receiver of the Land Revenue in the County of Southampton. And we also find that the Repairs of the Lodges in this Bailiwick have been done at the Charge of the Crown, notwithstanding the Covenant in the Grant for keeping them in Repair.

The Salaries of the Under Keepers of the other 14 Walks are paid by the Lord Warden, as will be hereafter explained; their Perquisites arise chiefly from Deer, Browfe Wood, Rabbits, and keeping of Swine and other live Stock in the Forest; and the State of the Whole is as follows:

Under Keepers Sa-
laries, &c.
Appendix, No^r 21,
22.

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NAMES of the KEEPER.	Salaries.	Bonus for delating their Wicks.	Allowance in lieu of Fuel Wood.	Allowance for Good Repairs to their Lodges.	Annual Value of Lodges and Lairs.	Paid on taking Down.	Profit by Sale of Berried Wood.	Profit from Rabbits.	Average Profit from Low Profit.	Net Profit of Fuel, Lairs, or Honey and Cans.	Allowance for looking after the Lairs.	TOTALS.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
William Cooper —	20 — —	1 13 4	10 — —	2 — —	5 — —	14 5 —	20 — —	— — —	12 — —	— — —	— — —	34 18 4
Thomas Toomer, Senr —	24 — —	3 6 8	10 — —	2 — —	10 — —	25 9 6	18 — —	30 — —	12 — —	7 7 —	— — —	142 3 2½
Anthony Bumphead —	24 — —	3 6 8	10 — —	2 — —	12 — —	14 14 —	15 — —	8 — —	14 — —	11 11 8	2 2 —	116 14 4
Thomas Toomer, Junr —	19 — —	1 13 4	10 — —	2 — —	4 — —	42 — —	25 — —	50 — —	13 — —	2 4 —	2 2 —	170 19 4
Edward Toomer —	31 13 4	1 13 4	10 — —	2 — —	16 — —	42 — —	10 — —	40 — —	10 — —	5 — —	4 4 —	172 10 8
James Mantell —	20 — —	1 13 4	10 — —	2 — —	20 — —	31 — —	20 — —	— — —	12 10 —	— — —	— — —	117 3 4
Flower Archurch —	20 — —	1 13 4	10 — —	2 — —	10 — —	19 10 —	8 — —	— — —	11 7 —	5 — —	14 10 —	93 5 4
George Maynard —	10 — —	1 13 4	10 — —	2 — —	15 — —	24 3 —	10 — —	2 — —	19 — —	2 — —	— — —	105 16 4
Robert Whittington —	20 — —	1 13 4	10 — —	2 — —	10 — —	13 12 —	10 — —	— — —	12 8 —	16 — —	— — —	80 9 4
Stephen Burton —	33 — —	3 6 8	10 — —	2 — —	10 — —	29 16 —	10 10 —	— — —	10 — —	— — —	2 2 —	110 14 8
Edward Pierce —	23 — —	4 13 4	10 — —	2 — —	22 — —	22 2 6	15 — —	— — —	28 — —	2 14 —	— — —	129 19 10
William Piper (2 Walks) —	40 — —	3 6 8	20 — —	4 — —	8 — — upwards }	41 2 6	15 10 —	— — —	14 — —	— — —	— — —	150 19 2
Thomas Holloway (2 Walks) —	£. 294 13 4	29 13 4	130 — —	16 — —	142 — —	319 14 6	177 — —	135 10 —	168 5 —	31 17 8½	21 — —	1,475 13 10½
	30 — —	— —	25 — — Profit by Sale }	— —	28 — —	50 — —	35 — —	30 — —	22 — —	— — —	— — —	220 — —
	£. 324 13 4	29 13 4	155 — —	16 — —	170 — —	369 14 6	212 — —	165 10 —	190 5 —	31 17 8½	21 — —	1,695 13 10½

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The Salaries of the Under Keepers, specified in the first Two Columns of the preceding Statement, are made up of Sundry Allowances, given to them at different Periods, and originally payable out of different Funds. By a Decree of the Court of Exchequer, dated 19th June, 26th Elizabeth (made on the hearing of divers Suits brought by the General Surveyor of the Queen's Woods against sundry Keepers, Rangers, and Foresters, for Spoils committed in this Forest) it appears that the only Salary allowed to the Keepers before that Time, was One Pound Six Shillings and Eight Pence per Annum for each Bailiwick, which was paid by the Lord Warden; the rest of their Emoluments then arose from Windfall and "Rootfall" Trees, and other Perquisites, arising chiefly from Wood. By the same Decree it was ordered, that they should have a further Salary or Allowance of One Pound Six Shillings and Eight Pence per Annum for each Bailiwick, to be paid by the Woodward out of the Produce of Wood Sales; and this Part of their Allowances is still distinguished by the Name of the Lord Warden's Nobles, and the Woodward's Nobles. But the Windfalls and other Perquisites then taken by the Keepers, being attended with very destructive Effects on the Forest, Orders were afterwards given for abolishing them entirely, and the Keepers were allowed additional Wages in lieu of them, which were paid by the Woodward out of the Produce of Wood Sales.

Changes in the Mode
of paying the Salaries,
&c. of the Forest Offi-
cers.

Appendix, N^o 6.

The Salaries of the Rangers and Bowbearer were also paid by the Lord Warden; and it appears by some Memorandums subjoined to a Rental of the Forest Rents in 1747, received by us from Mr. Thomas Bullock, who was Lord Warden's Steward under the late Duke of Bedford, that the several other Charges 'undermentioned' were then likewise defrayed by the Lord Warden out of the Forest Rents *.

The Salary of the Woodward, the Allowance to the Lord Warden's Steward, and the Remainder of the Salaries or Allowances of the Under Keepers, were paid out of Wood Sales made under the Direction of the Woodward.

* Paid Annually out of the Forest Rents.

						£ s. d.		
Expenses at the Swanemote Court, for Verderors, Gentlemen, and Servants						—	—	—
D ^r	—	Grand and Petty Jury	—	—	—	—	—	—
D ^r	—	Keepers	—	—	—	—	—	—
D ^r	—	at Two Isdrifs	—	—	—	—	—	—
Two Rangers, each Ten Nobles						6	13	4
Bowbearer, Six Nobles						2	—	—
High Steward						5	—	—
A Rent to the Crown (Tax deducted)						6	—	—
To the Keepers of Eight Bailiwicks, each Bailiwick Six Nobles						16	—	—
To the Keeper walking the Nodes						3	—	—
To Dean and Chapter (Tax deducted)						4	3	—
To Winton College						—	2	11
The Gardener and Wife, per Annum						20	—	—
Salary collecting and paying						20	—	—
Cutting and making Hay, Cutting and Carriage of Wood, Tythes, and Taxes						—	—	—
Labourers, &c.						—	—	—

According

Regulations suggested by the Duke of Bedford, late Lord Warden.

According to a Statement contained in a Letter from the Duke of Bedford to the Lords of the Treasury, dated 29th September 1768, the Annual Charges so defrayed were then as follows :

	£.	s.	d.
The Woodward's Salary per Annum	—	—	200 — —
Groom Keepers, Rangers, &c.	—	—	300 — —
The Salary of Housekeeper at Lyndhurst	—	—	70 — —
The Keepers Nobles and Incidentals	—	—	57 — —
Repairs of the Bridges, Foreft Pounds, &c. amounting, communibus Annis, to	—	—	60 — —
	£.	687	— —

But though these were the ostensible Charges, the Loss to the Forest, in consequence of Perquisites, Lop, Top, and Waste, was stated to be double or treble that Sum, without reckoning the Sums raised for repairing the Lodges of the Under Keepers, or the Fuel Wood with which they were supplied. All this the Duke represented to be such a Charge on the Forest, as in its declining State it was impossible it could long support; and, as an effectual Remedy, he proposed, that instead of issuing an Annual Warrant to the Woodward, to raise the Money, by cutting and felling Wood or Timber in the wasteful Mode then practised, the Money should be raised by a Fall of Timber, to be made yearly, for the Use of the Navy, in Addition to the usual Annual Fall under the Direction of the Surveyor General; and that the Ordering of that Fall, the Receipt of the Monies from the Navy Board, and the Payment of the Forest Officers, should from thenceforth be under the Direction of the Lord Warden. The Money so raised, the Duke proposed should be applied as follows :

The Duke's Proposal to raise Money for paying the Officers, by a Fall of Timber for the Navy;

under the Direction of the Lord Warden.

Salaries and Allowances.

	£.	s.	d.
The Housekeeper at Lyndhurst's Salary	—	—	70 — —
The Woodward's Salary	—	—	200 — —
His Deputy, in lieu of Perquisites	—	—	50 — —
The Groom Keepers, &c.	—	—	300 — —
Keepers Nobles and Incidentals	—	—	57 — —
Addition of £. 20 per Annum to each Under Keeper, in lieu of Fuel out of that Fund, and the Residue, if any, to go into the Exchequer, and to be Annually accounted for before the Auditor. The Business has accordingly ever since been carried on in that Manner. The Timber is marked for selling by the Purveyor, with the Lord Warden's Steward, in the Presence of the Regarders; and on the Delivery of the Timber to the Officers of the Dock Yard, Navy Bills are issued for it, in the Name of the Lord Warden; and the Tops, Bark, and Offal Wood, with any Trees that may be rejected as unfit for Naval Use, are sold by the Steward. During the first Two Years the Business was transacted by the Agents of the Duke of Bedford; but since his Death it has been executed by Nathaniel Heywood, Esquire, Master Keeper of Battersea Park, to whom the present Lord Warden appointed his Deputy in the	—	—	130 — —
Inspection of the Lord Warden	—	—	26 — —
	£.	833	— —

The Proposal approved by the Treasury, and ordered to be executed.

The Monies to be accounted for;

This Proposal having been agreed to by the Treasury, Warrants were issued, dated 25th April 1769, to the Lord Warden and to the Commissioners of the Navy, to fell Annually, for Twenty Years, Three hundred and Seventy Loads of Oak, and Fifty Beech Trees, in Addition to the usual Annual Fall, and which it was calculated would produce about Nine hundred Pounds. The Sums before mentioned were to be paid out of that Fund, and the Residue, if any, to go into the Exchequer, and to be Annually accounted for before the Auditor. The Business has accordingly ever since been carried on in that Manner. The Timber is marked for selling by the Purveyor, with the Lord Warden's Steward, in the Presence of the Regarders; and on the Delivery of the Timber to the Officers of the Dock Yard, Navy Bills are issued for it, in the Name of the Lord Warden; and the Tops, Bark, and Offal Wood, with any Trees that may be rejected as unfit for Naval Use, are sold by the Steward. During the first Two Years the Business was transacted by the Agents of the Duke of Bedford; but since his Death it has been executed by Nathaniel Heywood, Esquire, Master Keeper of Battersea Park, to whom the present Lord Warden appointed his Deputy in the

the Year 1771, with the Assistance of the Lord Warden's Steward; but no Account of the Receipt and Expenditure of the Monies arising therefrom has yet been rendered to the Auditor,

but no Account rendered.

We have inserted in the Appendix an Extract of the Duke of Bedford's Letter, upon which that Arrangement was founded, because it contains the best Explanation, both of his Reasons for proposing this Change, and of the good Effects which he expected from it: But the Result of this well-intended Measure, like that of every other Plan for improving the Forest under its present ill-arranged System of Management, has been very different from what was looked for; and though the Waste and Abuses in the Sales formerly made by the Woodward have been avoided, yet new Charges have been brought on the Forest, to no inconsiderable Amount; for, on perusing the Accounts of the Lord Warden's Deputy, which we thought it necessary to call for, and of which an Abstract is inserted in the Appendix, it appears that the Annual Charges stated by him in the Period of Sixteen Years, from Lady Day 1771 to Lady-day 1787, amount, One Year with another, to One thousand One hundred and Sixty-five Pounds Eighteen Shillings and Four Pence per Annum, instead of Eight hundred and Thirty-three Pounds, as computed by the Duke of Bedford; and those Salaries and Expenses which were formerly defrayed out of the Forest Rents, are become an additional Burthen on the Forest.

Appendix, N^o 23.

The Duke's Regulation failed of the Effect intended;

and brought new Charges on the Forest.

Appendix, N^o 24.

	s.	d.
£. 1,165.	18.	4.
£. 833.	—	—

From the Time that this new Arrangement took place the Woodward became accountable only for such Monies as might arise from Moor Wood, Windfall Trees, or other casual Timber or Wood. Sir Paulet St. John, who was then Woodward, passed his Accounts to the Year 1771, inclusive, being Two Years after the new Plan commenced: He continued in that Office until the Year 1780, and on his Death the present Woodward, Mr. Stanley George Heywood, was appointed his Successor. But no Account having been rendered by any Woodward of this Forest, since the Year 1771, we thought it necessary to call on the present Woodward for an Account of the Monies received by him since he has held that Office; and he has accordingly delivered an Account to us, of which an Abstract is likewise given in the Appendix. The Act by which we are appointed having directed that all Persons who by virtue of their Offices have received Monies by Sale of any of His Majesty's Woods or Timber, since His Majesty's Accession, and whose Accounts should not be passed before the 1st of August, 1787, should deliver such Accounts to us, in order to the closing, adjusting, and liquidating the same by or before the Auditor of the Land Revenue, we have transmitted the Accounts both of the Deputy Warden and Woodward to the Auditor, in order to their being finally examined and adjusted; and have written to the Representatives of the late Lord Warden and Woodward, to deliver a State of their unsettled Accounts.

The Woodward since that Time accountable only for Moor Wood and Windfalls.

No Account rendered by the Woodward since 1771.

Present Woodward's Accounts.
N^o 29.

Besides the Officers above mentioned, who are properly called Forest Officers; there are Two others principally concerned in what relates to the Timber and Wood; these are the Purveyor of the Navy acting for this Forest, and the Surveyor General of the Woods and Forests.

Officers not properly Forest Officers.

The Act of 9th and 10th William III. having directed that no Wood or Timber should be cut or felled in the New Forest, without having been first viewed, and allowed to be felled, by a Commissioner or Officer of His Majesty's Navy, that Business is executed by the Purveyor of Portsmouth Dock Yard for the Time being, whose Duty is to prevent any Timber fit, or likely to become fit, for Naval Use, from being cut for any other Purpose. The Purveyor is paid by the Navy Board as an Officer of the Dock Yard, and has no Salary or Emoluments from the Forest as Purveyor, except an Allowance of Eight Loads of Fuel Wood Yearly, worth about Four Pounds. But the present Purveyor having been chosen One of the Regarders of the Forest, as we have before observed, he receives the Regarder's Fees of Two Shil-

Purveyor of the Navy, his Duty, &c.

Appendix, N^o 24.

E
ling;

lings and Six Pence per Day, when attending the Business of the Forest as Purveyor, the Average Amount of which Fees he states to be about Nineteen Pounds per Annum.

Surveyor General of
Woods and Forests.
Appendix, N^o 25.

The Surveyor General of the Woods and Forests appoints a Deputy under him in this Forest, whose Office is to execute all Warrants for felling Timber for the Navy, or for raising Money by Sale of Wood or Timber, erecting or repairing Lodges or other Buildings, repairing Bridges or Inclosures, or executing any other Works in the Forest. The Timber felled for the Navy is delivered into the Custody of the Purveyor, and Navy Bills are issued to the Surveyor General for such as is felled under his Charge. The Tops and Bark of that Timber, and any Trees that may be rejected as unfit for Naval Use, as also all Wood and Timber cut in the Forest for Sale, are valued by the Regarders, and publicly sold by the Deputy Surveyor, and accounted for to the Surveyor General.

Surveyor General's
Perquisites in New Forest.

The Perquisites and Emoluments of the Surveyor General, arising from this Forest, are nearly the same as were stated in our Third Report to be derived from the Forest of Dean, being

20 s. per Day (Sundays excepted) for Attendance and travelling Expenses, during the Execution of any Work in the Forest.

An Allowance for Two nominal Deputies, at 4 s. per Day each (Sundays excepted) which is considered as a Perquisite or Addition to the Salary of the Surveyor General.

5 per Cent. or One Shilling in the Pound, charged by the Surveyor General on all Monies received by him:—Which several Payments are stated and allowed in his Accounts, on passing the same before the Auditor.

Besides which the Surveyor General receives as Perquisites, by the Hands of his Deputy,

Appendix, N^o 25.

5 per Cent. on the Amount of all Estimates for Buildings, Repairs, or other Works, done in the Forest, the Estimates being professedly so calculated as to admit of that Deduction.

5 per Cent. on the Amount of the Sales of Timber, Wood, and Bark, in the Forest, which is deducted from the Produce of such Sales.

And 2 s. per Tree, as Chip Money, for all Naval Trees, which is paid by the Purchasers of the Lops and Tops of such Trees, to whom an Allowance is made for it in the Price of the Wood.

Deputy Surveyor's
Perquisites.

And the Surveyor General's Deputy in this Forest has a Salary of Fifty Pounds per Annum paid by the Treasury, and takes, as Perquisites for himself, the old Posts, Pales, or Rails, left on repairing any Fences belonging to the Forest; Five Shillings a Year from each of the Regarders, on paying them for their Attendance on any Business in his Department; and One Shilling per Lot for every Lot of Timber, Wood, and Bark sold in the Forest, which is paid by the Purchasers of such Lots. The Amount of which Perquisites the Deputy says, in his Examination, he is unable to state, not having kept an Account thereof.

The Deputy Surveyor
or One of the Regarders.

The present Deputy Surveyor, as we have before observed, is also One of the Regarders, and receives Fees in that Capacity to the Amount of about Sixteen Pounds a Year.

But an Emolument of more uncertain Amount arises from the Execution of Repairs and other Works in the Forest, which is thus described by himself, in his Examination

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mination inserted in the Appendix: "When any Lodges or Buildings in the Forest are to be re-built or repaired, after the Matter has been referred to the Surveyor General, this Examinant, by his Order, has usually employed a Workman to make an Estimate of the Expence, and returned it to the Surveyor General, who reported the same to the Treasury; and after Warrants have been issued for performing the Works, according to such Estimates, this Examinant has usually undertaken the Execution of the Business on the Terms of the Estimates, and employed Workmen to perform the same accordingly, accounting to the Surveyor General for his Poundage of Five per Cent. on the Amount of such Estimates. It has not been usual, since he has held the Office, for the previous Estimates to be made or delivered upon Oath, nor for any of the Regarders, or any other Person, to be employed to oversee, inspect, or examine the Execution of the Works, or the Accounts of the Expences thereof; or for the Estimates or Accounts of such Works to be presented or examined at the Forest Courts. When Timber is wanted for performing such Works or Repairs, the Quantity, which is usually specified in the Warrant, is set out by the Purveyor of the Navy, in the Presence of the usual Number of Regarders. The Quantity is not delivered by Measure, but by Estimation; and if any Surplus remains, above what is actually used, this Examinant takes it for his own Use, as Part of the Allowance of the Estimate."

Executes the Repairs,
&c. in the Forest.

The Amount of the Sums expended in rebuilding and repairing Lodges, Bridges, and Pounds, and repairing old and making new Inclosures, since His present Majesty's Accession, is £.13,394. 19s. 6d. of that Sum no less than £.9,431* is for Lodges only, besides 503 Loads of Timber allowed from the Forest. In what Manner the Estimates for these Expenditures were formed, or the Works executed, may be judged of from an Instance which came under our immediate Observation in the Year 1787; an Application being then made to the Lords of the Treasury, to order some Repairs to be done at the Master Keeper's Lodge, in Iron's Hill Walk, and an Estimate having been made, in the usual Course, and returned to the Treasury, amounting to £.931. 13s. 8d. their Lordships thought proper to refer that Estimate to our Consideration. As we found that the Sum of £.1,788. 13s. 3d. had been granted for Work done at that Lodge in the Year 1769 and 1777, we could not avoid thinking the further Sum proposed to be laid out a very heavy Charge to be incurred so soon afterwards on the same Account. We therefore thought it necessary, before giving any Opinion on the Estimate referred to us, to have the Buildings viewed by a competent and experienced Surveyor; and the Person whom we employed reported to us, that the whole Work might be done for £.541, being £.390 less than the former Estimate; and upon our Report to the Treasury the Works were ordered and executed for that Sum.

Charge of repairing
Lodges, &c. since 1761.

* Appendix, N^o 26.

s. d.

£.13,394. 19s. 6d.

£.9,431. — —

Appendix, N^o 27.

See also Appendix,
N^o 28, 29, 30.

Estimate for Repairs
at Iron's Hill Lodge in
1787.

s. d.

£.931. 13s. 8d.

s. d.

£.1,788. 13s. 3d.

Reduced to, and the
Works executed for,
£.541.

Observations on the
present Mode of paying
the efficient Officers.

In our Report on the Forest of Dean, we were so full in our Remarks on the evil Tendency of the present Mode of paying the efficient Officers, that it becomes unnecessary to say much on the same Subject in our Report on this Forest, in which the same Practices prevail. The only Object of great Consequence to the Public, in any of the Forests, is the Increase and Preservation of the Timber. How far that Object is regarded in the present Management of this Forest, will appear on a slight Attention to the Nature of the Offices, and to the Manner in which they are now executed. The Master Keepers considering their Appointments rather as Marks of Distinction, than as Offices of Business or Responsibility; the Surveyor giving his Attention chiefly to the Execution of Warrants from the Treasury for raising and laying out Money, and having no Power over the Under Keepers; the Woodward confining himself to the inferior Objects of Fuel Wood, Repair Timber, Windfall Trees, and Moor Wood; the Regarders being only called in occasionally, for particular Purposes, and several of them holding other Offices, incompatible with that of Regarder; and the Business of the Purveyor being chiefly to prevent Trees fit

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for

Use of young Wood and Timber depending chiefly on the Under Keepers.

for the Navy from being applied to any other Use, it is obvious that the Protection of the Inclosures, and the Preservation of the young Wood and Timber, must depend chiefly, if not altogether, on the Conduct of the Under Keepers.

Present Emoluments of the Keepers destructive to the Wood and Timber.

Surveyor General and Woodward.

Effects of present Management of the Forest.

The Forest overstocked with Deer.
See Examination of James Maitel, in Appendix, N° 22.

Destruction by immoderate cutting of Broad Wood for Sale.

Breed of Rabbits encouraged.

Three Inclosures for Timber turned into Warrens;
Wilverley = 480 Acres.
Alenridge Hill 131 Acres.

611
Rhinefield = 224 Acres.

The Keepers Dealers in Swine.

Inclosures for Timber neglected.

Lodges often repaired, but not substantially.

Appendix, N° 26.

Cattle and Swine admitted in all Seasons.

In this Situation the greatest Care should have been taken to allow no Perquisite to those Men that could make it for their Interest to do any Thing that might be prejudicial to the Forest, or lead them to counteract the great public Object of increasing and preserving the Wood and Timber: But if a Keeper should perform his Duty in every Particular necessary for promoting that Object, he would lose the greatest Part of his present Emoluments, which depend on the Increase and Encouragement of what is destructive to the Wood and Timber; for it appears by the Statement before given that they are chiefly derived from Fees for Deer, Profits by Sale of Broad Wood, and by the Breed of Rabbits and Swine; and the Perquisites of the Surveyor General and Woodward, and their Deputies, also hold out strong Inducements to promote the profuse felling of the Timber, but none for its Increase and Preservation.

This Mode of paying those who have the Care of this valuable Forest, is certainly such as no Man would adopt in the Management of his own Property, and the Effects of it upon the Forest, which we thought it necessary ourselves to view, are,

1st. That the Forest is so much overstocked with Deer, that many die Yearly or Want in the Winter; and not less than 300 died in One Walk only in the Winter of 1787.

2dly. That great Waste and Destruction is made of the Hollies and Thorns, which afford the best Nursery and Protection for young Trees; and much more Wood, and of a larger Size than is necessary or proper for browsing, is cut by the Keepers under that Pretence, to increase their own Profits.

3dly. That the Breed of Rabbits is encouraged by almost every one of the Keepers, but particularly in the Two Walks of Wilverley and Rhinefield, where Three Inclosures made for the Growth of Timber have been converted into Warrens by the Under Keepers, inasmuch that in Two of them, containing about 611 Acres, there is not One young Tree; and in the Third, containing 224 Acres, only a very small Number.

4thly. That some of the Keepers deal largely in Swine, which are suffered to remain in the Forest at all Seasons. The Keeper of Rhinefield Walk only had a Stock of between 70 and 80 Swine at the Time of his Examination in November last.

5thly. That the Fences of the Inclosures made for Nurseries of Timber are neglected; and for Want of repairing slight Defects when they happen, often require large and expensive Repairs; but are, in general, in such bad Condition, as to keep out neither Deer, Horses, Cattle, or Swine.

6thly. That the Lodges are repaired often, and at great Charge, but never substantially, or in a Workman-like Manner.

7thly. That the salutary Provisions of the Act of 9th and 10th William III. are almost wholly disregarded in many other Respects.

Swine and Cattle of all Kinds, commonable or not commonable, are suffered to go in the Forest at all Times, without Regard to the Fence Month and Winter Haining, and

and without any Restriction as to Number, or Proof that they belong to those who have Right of Common.

The Charcoal Hearths are all allowed to be within the Woods, because that is more convenient to the Makers, though attended with the Danger of burning the Woods, and affording Opportunities of stealing young Trees or Branches with less Probability of Detection.

Cool Hearths made in the Woods.

Fern, Heath, and Furze are cut in every Part of the Forest, without having the Places assigned as the Law requires, though attended with the certain Effect of destroying whatever young Shoots are coming up among them; and those who make a Trade of cutting Turf and Peat for Sale are become so daring, as to threaten the burning of the Forest if they are interrupted; and wilful Fires have sometimes been kindled, by which, in Two late Instances, great Part of the Fences and young Trees, in Two of the Inclosures in Castle Malwood and Denny Walks, were consumed.

Cutting Fern, &c. in all Parts of the Forest.

Appendix, N^o 15 & 35.

The selling, and otherwise disposing of Wood assigned for Fuel is now likewise openly and generally practised, and great Part of it converted into Rails, Truck Wheels, and other Articles for Sale; and being left to be cut down at the Convenience of the Claimants or Purchasers, without any Check or Control, more Trees are frequently cut than have been assigned.

Selling and misapplying Fuel Wood. Appendix, N^o 7, 12, 24, 25.

Numerous Incroachments are also made, and Cottages erected in the Forest, and great Depredations committed on the Timber and Wood, by the Inhabitants of those Cottages, and other disorderly Persons; and no effectual Means used for the Prevention or Remedy of such Abuses.

Depredations by Cottagers, &c.

From the long List which we have given of Officers in this Forest, and the known Severity of the Forest Laws, which are there continued in Force, by the Act of 5th and 10th William III. it may at first Sight appear extraordinary, that the inferior Officers are not better kept to their Duty, and that those Offences which are so numerous and so general in this Forest meet now with little Check; but the Forest Courts, which have been gradually falling into Disuse for many Years, have been still less frequently held, and their Powers less exerted, since the passing of the Act of the 6th of His present Majesty, by which a speedier and more effectual Punishment is provided for Offences relative to Woods and Timber than those Courts were invested with; but it unfortunately happens that the Expence of prosecuting under that Act is such as to discourage the Under Keepers from fulfilling this Part of their Duty, and prevent the salutary Effects which might be expected from that Law, the Charge of bringing an Offender before a Justice of the Peace being from £. 1. 12. to £. 1. 12. 6d. besides the Time and Trouble of the Keeper, for which he has no Return whatever, except on Conviction of the Offender, and then only, by Law, a Moiety of the Fine which the Magistrate may impose; And though the Lord Warden has, for the Encouragement of the Keepers, ordered that the Whole of such Fines shall be paid to the Informers, yet even that is not sufficient to induce them to risk so considerable and certain an Expence, except in particular Cases, where the Nature of the Offence gives Reason to expect a large Fine to be imposed, and where the Conviction appears certain, from the Proof being supported by a greater Number of Witnesses than in so extensive a Waste are often to be found.

Causes of Retardation in the Management of the Forest.

The Keepers discouraged from prosecuting Offenders, by the Expence attending it.

Another great Cause of the Unfitness of the Forest Officers to prevent the Abuses which we have enumerated, will be found on a Review of the strange Constitution of the general Government of the Forests, in which, as Manwood observes, there is "Divisum Imperium," the Deer and other Beasts of Chase, the Vert or Green Hue, and every Thing that relates to the Pleasure of the King in the Forests, being under

Divided Government of the Forests.

Manwood on Forest Laws, p. 371.

the Authority of the Justices in Eyre, Lord Warden, and those properly called Forest Officers; and the Timber, with every Thing that relates to the Profit of the King, being under the Direction of the Exchequer; and each of these independent of the other: And the Keepers being within that Department which has the Care of what relates to the Pleasure of the King, the Surveyor General, who is the Officer of the Exchequer, has no Power or Controul over those Keepers, to whose Care the Forest is left.

Abuses not so great as the System admitted.

Having stated what we judged to be necessary, in order to shew the wasteful Tendency of the System of Government under which this and indeed all the Royal Forests are placed, we think it in Justice due to the Officers in New Forest, and to the neighbouring Inhabitants, to say, that we do not find the Abuses prevailing there carried farther, or even so far, as from such unwise Regulations, and such Relaxation or Neglect on the Part of Government, might naturally have been expected; and we have had the Satisfaction to find among the Officers some whose Conduct merits Approbation; the present Purveyor of the Navy, in particular, has corrected many Abuses which were very destructive to the Forest: Before his Appointment, in the Year 1782, it was not unusual to fell for the Use of the Navy the most thriving Oak Trees, leaving such as were past growing to Decay, or to be cut for Fuel; and former Purveyors were in the Habit of allowing such Oaks to be assigned for Fuel: But Mr. Nichols, seeing the bad Effects of this Practice, has allowed no Oak to be assigned for Fuel, and has persisted in sending to the Dock Yards the oldest Trees, refusing to suffer any other to be felled till the Forest shall be cleared of such as are past growing; and though the Quantity of Timber is far inferior to what it has been, this Forest still remains of great Value to the Public, and well deserves that Attention should be paid to its future Protection and Improvement.

Quantity of Timber in the Forest at different Periods.

By Four Surveys, in 1608, 1707, 1764, and 1783.

Among the Books and Papers which we have had Occasion to examine in the Course of our Enquiry concerning this Forest, we have been so fortunate as to meet with Four different Surveys of the Timber taken at Periods distant from each other, by Men of such Character and Situation as to admit of no Suspicion of Unfairness or Misrepresentation, the First in 1608, the Second in 1707, the Third in 1764, and the last in 1783; and these different Surveys not only serve to shew the Number of Timber Trees fit for felling that were growing in the Forest at the Times when they were taken, but afford the strongest Proof of the Justice of the Account given in our Third Report, of the opposite Effects of the Attention formerly bestowed on the Management of the Royal Forests, and of the Neglect and Relaxation which took Place at subsequent Periods.

Quantity by the Survey in 1608.

Appendix, N^o 31.

In a Collection of Papers left by Sir Julius Caesar, Chancellor of the Exchequer to James I. some Years since purchased by the late Surveyor General, Mr. John Pitt, and lent to us by his Son, Mr. Morton Pitt, we found the first-mentioned Survey of the Timber in New Forest, taken in the Year 1608, at which Time there were growing in the Forest no less than 123,927 Timber Trees fit for felling, and such a Number of rotund and decayed Trees as contained 113,000 Loads of Timber.

By the Survey in 1707.

The next Survey was taken in 1707, by Two of the Commissioners and the Surveyor of the Navy, and Mr. Edward Wilcox, then Surveyor General of the Woods, with the Assistance of the Forest Officers, under a Warrant from the Lord Treasurer Godolphin, directing them to report not only how many Trees fit for the Navy then grew in the Forest, but what Quantity of Timber might be spared from thence yearly to the Dock Yards, with a due Regard to the Preservation of the Forest; and at that Time there were found growing in it only 12,476 Oak Trees, which those Officers reported might prove fit for her Majesty's Service, "all of which might be felled within the Compass of 40 Years, by 300 each Year, without Prejudice to the Forest,

Appendix, N^o 32.

Forest, there being so many young Trees, not of sufficient Bigness to be useful to the Navy, which would be well grown up by the End of the Time proposed for felling the others, that the Forest would be then at least as well stored with useful Timber as it was at the Time of this Survey. They reported also, that there was a considerable Number of large Beech Trees, of which 100 might be Annually spared, and a great Number of old Oaks, from the Limbs of which might be picked very useful Parts as Knees, Standards, &c. though the Bodies might be decayed; and they proposed, that 50 of these should be every Year cut down for Naval Use; and we find that in consequence of this Report a Warrant was issued in 1707, directing that 300 Oak Timber Trees, and 50 old Oaks, with 100 Beech Trees, should be felled Annually for 40 Years from that Time.

The Third Survey was taken in 1764, by Order of the Treasury, when Sir Edmund Thomas was Surveyor General; and the Number of Oak Trees fit for the Navy was then found to be 19,836, containing 36,662 Loads, the Trees meting at (or containing on an Average) 92 Feet each, and 1743 dotard or defective Oaks, estimated at 3,835 Loads.

By the Survey in 1764.
Appendix, N^o 33.

The last Survey was that taken in 1783, under the Direction of Mr. John Pitt, the late Surveyor General, by Order of the House of Commons; when it appeared that there were in the Forest 13,043 Oak Trees of 50 Feet and upwards, containing in the Whole 20,830 Loads, the Average Meting of the Trees of that Description being 79 Feet each.

By the Survey in 1783.
Appendix, N^o 34.

The Surveys in 1608 and 1707 give only the Number of the Timber Trees, without stating the Quantity contained in them; but as the Commission and Instructions for making the first-mentioned Survey directed that none but great Trees should be included in it, and an Observation subjoined to the Survey itself states that the Trees were old and had stood too long, we think ourselves well warranted in supposing them to be, one with another, at least as large as the Class of Trees of One Load and upwards, in the Survey of 1783, or about 79 Feet each on an Average. In the Survey of 1707, which comprised not only the Trees then fit for felling, but also such as might be cut in the Course of the next 40 Years, it is probable that many were included of less Size than in that Class of the Survey of 1783: We shall however compute them at that Average Size in giving the following comparative Statement of the Four Surveys, in order to avoid any Appearance of drawing a more favourable Picture of the Forest at the Period of the oldest Survey, than we are authorized to do.

Comparative Statement
of the Four Surveys.

Time of Survey.		Number of Trees.	Number of Loads.	Total Loads.
			Loads.	Loads.
1608.	Timber fit for the Navy —	123,927	197,405	315,477
	Dotard and decayed Trees, containing —	Number not mentioned.	118,072	
1707.	Timber fit for the Navy —	12,476	19,873	19,873
	Dotard Trees not stated —	—	—	
1764.	Timber fit for the Navy —	19,836	36,662	40,497
	Defective Oaks —	1,743	3,835	
1783.	Timber fit for the Navy —	12,447	19,827	20,830
	Defective Oaks —	596	1,003	

We have deemed it of more Consequence to insert in this Report an Account of the Survey of 1608, because it shews, not from Plans of projected Improvement (to which, however solid, little Faith is given) but from Documents well authenticated, of what great Value this Forest once was, when proper Care was taken of it, and to what

The Survey in 1608
a Proof of what Im-
provement the Forest is
capable.

what Value it might again be raised by similar Attention to its Management and Protection.

Causes of the Forest being formerly better Stocked with Timber.

The immense Quantity of 315,477 Loads of Timber in One Forest was owing to the Concurrence of various Causes. The landed Property of the Crown being at that Time the chief Fund at the Disposal of Government, great Attention was given to it by Ministers; and though the Forest Laws were liable to many Objections, on Account of their Severity, and Difficulties in the Management, no Doubt arose from the Division of Power between the Exchequer and the Justice in Eyre, yet there were Circumstances in which the System then prevailing was far better calculated for the Protection of the Forests than that which has succeeded it; for at that Time every Offence committed in a Forest, every Injury done to the Timber or other Property of the Crown, was presented at and tried in the Courts of the Forests: The Officers by meeting and acting together in those Courts, were Checks on the Conduct of each other; and by keeping Records of their Proceedings, some Uniformity was preserved in the Plan of Management: Perhaps too Timber was more common, and the Demand being less, the Inducements to Depredation were consequently not so strong as at subsequent Periods, when Timber became more valuable.

Care of the Forest continued till the Troubles began, Temp. Car. I.

Having given so convincing a Proof of the Effect of the Attention bestowed on the Forests at the Time we have mentioned, we shall only briefly add, that the same Care appears to have been continued, until the Contests began between Charles the 1st. and his Parliament; during the Continuance of which, the Trees in almost every one of the Royal Forests were, by the one Party or the other, disposed of or destroyed.

Attention to the Forest renewed after the Restoration.

Soon after the Restoration, the Attention of Government was again drawn to the Forests, by the Writings of Mr. Evelyn, published in 1664, and the zealous Suggestions of Sir Charles Harbord, surveyor General of the Crown Lands, under whose prudent Management, and that of his Son, Mr. William Harbord, the landed Property of the Crown was placed during the greatest Part of the Remainder of that Century. Various Reports of theirs, and Commissions to enquire into the State and Condition of this Forest, which are preserved in the public Offices, evince the Attention then bestowed on it; but though, by Means of that Attention, the Abuses in the Forest received some Check, yet as the greatest Part of the Trees had been felled, the Fences of the antient Coppices destroyed, and the Deer and Cattle every where admitted, it was found impossible to restore the Forest to its former Condition without the Aid of Parliament.

The Aid of Parliament found necessary for restoring it.

Act of 9 and 10 W^m III.

If duly carried into Execution, 24,000 Acres might have been inclosed and planted.

The Act of 9th and 10th William III. was accordingly obtained, and if the Powers vested in the Crown for the Improvement of the Forest had been duly exercised, if the full Quantity of 6,000 Acres had been inclosed, and the Inclosures successively thrown open when the Trees were at Twenty Years Growth, or past Danger from Cattle, it is obvious, that as the Act passed Ninety Years ago, Four Times that Quantity would before this Time have been inclosed, and 24,000 Acres of Land, formerly bare might now have been covered with Trees of all Ages, from Ninety Years downwards, in Addition to the former Woodlands in the Forest; but unfortunately, in a very few Years after passing that Act, the Care formerly bestowed on the Forests was discontinued, the Superintendence or Co-operation of the Surveyor General of the Crown Lands in the Management of the Forests, ceased, and the Whole fell by Degrees under the sole Direction of a Surveyor General of the Woods, a single Officer under no effectual Check or Controul, receiving no Official Books or Records of Proceedings from his Predecessors, nor obliged to leave any to those who succeed him, so that no regular System of Management can be expected or practised; but, as we observed in our Report on Dean Forest, each new Surveyor begins without Direction or Precedent, and adopts such new Plan as suits his Fancy or Convenience.

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The Account therefore of what has been really done under that Act, may be given in a very few Words: As soon as it was passed, a Commission was issued for setting out the Inclosures first appointed to be made, and 1,022 Acres were, in the Year following, inclosed and properly planted. For some Time afterwards those Inclosures were well taken Care of by Mr. Wilcox, who was at that Time Surveyor General of the Forests, and continued in that Office till 1713; and Care appears likewise to have been taken by him to promote the Growth of young Timber in other Parts of the Forest, by excluding the Swine, in Consequence of the very salutary Provision in that Act, for suspending the Exercise of the Right of Pannage; and the good Effect of this is obvious in very many Parts of the Forest which were not inclosed, where Trees are now growing up in great Numbers, apparently of the same Age with those in the Grounds inclosed at that Time.

But this Attention soon ceased, and the farther Execution of the Plan of Inclosure laid down in the Act appears to have been lost Sight of altogether; so that during the Fifty Years which next succeeded, though we meet with some Enquiries into the State of the Forest, mutual Accusations between Surveyors General, Woodwards, and other Officers, Reports of Abuses, and very judicious Plans for preventing them, yet nothing whatever appears to have been done for the Improvement or Protection of the Forest. The Suggestions of the Country Gentlemen who held Offices in the Forest, appear rather to have been discouraged than approved of by the Ministers at the Time; the Trees in the Inclosures first made were suffered to grow up as close together as they were planted, and not one new Inclosure was made or attempted till 1751, when Mr. Philipson, Surveyor General of the Woods, in Consequence of a Memorial of his to the Treasury, was empowered to make a farther Inclosure, to the Amount of 300 Acres.

But here began a Struggle between the Two Branches of the Forest Government, which shewed the bad Effects of the *Divisum Imperium* before-mentioned. The Duke of Bedford, who was then Lord Warden, and appears to have taken great Pains to check every Abuse in the Forest, having in that Year preferred a Complaint to the Treasury against the Deputy Surveyor and other Officers, and being informed, while that Matter was depending, of the Warrant issued by the Treasury for making the Inclosures proposed by Mr. Philipson, wrote again to that Board, in 1752, objecting to the entrusting the making of those Inclosures to the very Officers against whose Conduct he had complained; and by his Direction, as Lord Warden, the Steward of the Forest Courts postponed the enrolling of the Warrant in the Forest Books. For some Time the Officers were protected: The Lords of the Treasury confirmed their former Order, and the Inclosures were made. The Charges preferred by the Duke of Bedford were however fully proved, and the Deputy Surveyor was dismissed. In 1756 Mr. Philipson died; and so entirely was the Cultivation of young Timber in those Inclosures afterwards neglected, that the Duke of Bedford, in a Letter dated 29th September 1768, says, "that though they had been perfectly well and very expensively fenced off, for above 13 Years, there was not the least Appearance of Timber coming up; nor could he see One single Oak in the Compass of several Hundred Acres:" The Duke therefore proposed to plow the Ground, to take One Crop of Oats, and then to sow the Acorns; by Means of which Preparation he expected that the best Effects might be produced. This Proposal was opposed by the next Surveyor General, who complained that the Duke was interfering in the Business of his Department. In this Instance, however, the Duke prevailed, and he was requested by the Lords of the Treasury to carry his Plan into Execution.

At the same Time the Surveyor General proposed the making a farther Inclosure of 1,000 Acres. This was objected to, in the strongest Terms, by the Duke of Bedford, who represented that such Works carried on in the Department of the Surveyor General had always

G

2^d System/
10th W^m III. 1698.
in the Exchequer.
1,022 Acres inclosed in
1700; and for some
Time well taken Care
of.

No farther Inclosures
in the next 50 Years.

See Appendix, N^o 28
and 29.

300 Acres inclosed in
1751.

Conflict between the
Duke of Bedford, Lord
Warden, and Surveyor
General.

Complaint against the
Deputy Surveyor.

Deputy Surveyor dis-
missed.

The new Inclosures
wholly neglected.
Appendix, N^o 25.

Duke of Bedford pro-
poses to plant them;

opposed by the Sur-
veyor General, who
complains of the Duke's
Interference in his De-
partment;
but approved by the
Treasury.

A farther Inclosure of
1,000 Acres proposed by
the Surveyor General;
objected to by the
Duke of Bedford, at the

Source of Waite and Abuse;

but agreed to by the Treasury.

The Duke dying, the Inclosures plowed by his Direction not claimed, though Acorns were provided.

1,000 Acres more inclosed, making 3,300 in all, since the Act of Wm. III.

State of the Inclosures;

Three of them now Rabbit Warrens for the Under Keepers. Appendix, N^o 35-

Surveyor General's Plan for destroying the Rabbits;

opposed and defeated by the Keepers.

Remarks on the Surveys of the Timber in 1707, 1764, and 1783.

been the Source of Waite and Abuse, tending indeed to the Emolument of the Officers employed, but to the Destruction of the Forest: Here, however, the Duke's Opposition was ineffectual;—the Proposal of the Surveyor General was agreed to by the Treasury, and the Inclosures were made. Soon after this the Duke of Bedford died; and the Fate of the Plans which he had with so much Pains formed for the Improvement of the Forest, was very different from what he had expected: The Ground within the Inclosures made by Mr. Philippon, which had been plowed and prepared for planting under the Duke's Direction, was afterwards entirely neglected; the Acorns which were provided for that Purpose were never sown; and Three Fourth Parts of those Inclosures now remain a Waite, without Timber or Wood of any Kind.

In the Year 1775, another Warrant was issued by the Advice of Mr. Pitt, 1st Surveyor General, for inclosing 1,000 Acres more, making in all about 3,300 Acres, and these are all the Inclosures which have been made for the Growth of Timber in the Forest since the Act of Parliament was passed.

Of those Inclosures, Three which were made in Wilverley and Rhinefield Walks, containing 836 Acres, are now, as we before observed, so overrun with Rabbits, that there are no young Trees whatever in Two of them, and only a very few in the Third; and the remaining Inclosures are very far from being in a proper Condition: The Account given of the State of each by our Surveyors is inserted in the Appendix.

In examining into the Cause of the wasted Condition of the Three Inclosures above-mentioned, we discovered another very striking Example of the Effects of this divided Government of the Forests: The late Surveyor General, Mr. Pitt, finding the Rabbits very destructive, and the Breed encouraged by the Keepers, brought a Number of Men from Dorsetshire to extirpate them, which they engaged to do for the Profit of the Rabbits only. But the Keepers, fearing the Loss of that Part of their Emoluments, gave all the Opposition they could to the Execution of the Measure, and at length formed a Plan for defeating it: They complained to the Master Keepers that the Surveyor General was interfering in the Business of their Walks, and employing Strangers in a Work which they were willing to perform themselves, on the same Terms; and a Fawn having one Night been caught in a Trap, they accused the Rabbit Killers of that Offence, prevailed on the Master Keepers to interfere, and got the Men discharged; and after continuing the Plan of destroying the Rabbits as long as they found it profitable, they applied to the Surveyor General for a Compensation for the Advantages they should lose if the Rabbits should all be destroyed; and no such Compensation being given, they proceeded no farther in the Attempt to destroy them, but encouraged the Breed as before, and they are now as numerous and as destructive to the Forest as they ever were.

We have not interrupted the Account of what has been done in consequence of the Act of 9th and 10th William III. with any particular Remarks on the Surveys of 1707, 1764, and 1783. but it will be found that they tend to confirm the general Representation which we have given of the opposite Effects of the Attention, and the Neglect of those who had the Management of the Forest at different Periods. The small Number of Trees of a Size fit for the Navy in 1707, or that could be cut in 40 Years, containing not more than One Fifteenth Part of what was growing in 1608, proves the Account given of the Devastation during the Civil Wars: The Survey in 1764, which contains twice as much as that in 1707, shews plainly the Effect of the Care which was taken of the Forest, at the Suggestion of Sir Charles Harbord and Mr. Evelyn, and during the Remainder of the last Century; and the Decrease in the Quantity found by the Survey in 1783 is chiefly to be attributed to the Addition to the Annual Fall proposed by the Duke of Bedford, the Practice of cutting the great Oak Trees for Fuel, and to that Want of Care which took Place

soon

soon after passing the Act of William III. and which has prevailed almost ever since.

We shall conclude this Part of our Report with stating briefly what has been the Income or Produce of this Forest, and the Expenses of Management, since the Commencement of His Majesty's Reign.

It appears by the Abstracts of the Accounts inserted in the Appendix, that the Quantity of Timber delivered for the Use of the Navy, from 1761 to 1786, both inclusive, is 23,000 Loads of Oak, and 7,003 Loads of Beech, the Average Yearly Quantity of the Oak being about 88½ Loads, and of Beech about 270 Loads. The Price of that Timber, in Navy Bills issued to the Lord Warden, Surveyor General, and Woodward, together with the Produce of the Lops, Tops, and Bark, and other Woodfales in the Forest (according to the best Account we have been able to make up from the Materials we have been furnished with) amount to the Sum of £. 87,952. 13s. 1d. or £. 3,382. 15s. 9d. per Annum, on an Average, during that Period, exclusive of the Value of Tops, Bark, Cast Timber, and Oil of Wood, sold under the Orders of the Duke of Bedford in 1769 and 1770, and by Sir Paulet St. John from 1771 to 1780, of which we have no Account.

Produce of the Forest since 1761.

Appendix, N^o 30,
27. 3s. 29. 4s. 4s. 4s.
43.

Appendix, N^o 43.
1. d.
£. 87,952. 13. 1.
£. 3,382. 15. 9.

By the same Accounts it appears that £. 59,662. 10s. 5d. Part of that gross Produce, together with the Sum of £. 1,877. 2s. drawn from the demised Land Revenue, making together £. 61,539. 12s. 5d. has been expended in Payments relating solely to this Forest; and as the Sum laid out on Inclosures for the Growth of Timber, being the only Article of that Expenditure that could contribute to the Improvement of the Forest, is no more than £. 3,329. 17s. 7d. the remaining Sum of £. 58,209. 14s. 10d. which appears to have been disposed of in building and repairing Lodges, paying Salaries, Fees, and Poundages to Officers, and other similar Charges, may all be placed to the Account of Ordinary Expenses of Management of the Forest, being, one Year with another, £. 2,238. 16s. 8d. per Annum, besides about £. 1,164. 7s. 2d. per Annum of Perquisites to the Keepers, arising chiefly from Deer, Sale of Browewood, Rabbits, and keeping of Swine, all drawn from the Forest, and by Means more destructive to it than the felling of so much Timber as would be sufficient to raise that Sum; so that the actual Expence of Management is, one Year with another, not less than £. 3,400 per Annum.

Expenses of Management.
£. 59,662. 10s. 5d.
£. 1,877. 2s. —
£. 61,539. 12s. 5d.
£. 3,329. 17s. 7d.
£. 58,209. 14s. 10d.

1. d.
£. 2,238. 16. 8.
£. 1,164. 7. 2.

£. 3,400. — —

The above-mentioned Sum of £. 61,539. 12s. 5d. (with the Discount and Brokerage on the Sale of the Navy Bills) being deducted from the gross Produce of £. 87,952. 13s. 1d. leaves a Sum of £. 26,413. 0s. 7d. applicable to other Uses, or, one Year with another, about £. 1,015 17s. 8d. per Annum, as the clear Revenue arising from this Forest, on the Average of 26 Years: But that Sum is not to be considered as having been paid into the Exchequer; it appearing from the Documents given with our Third Report that the Repairs and Works in the several Forests and Parks, from 1761 to 1786, exhausted all that arose from them in that Period, and £. 144,882 more, drawn from the demised Estates of the Crown.

Net Annual Income.
£. 61,539. 12s. 5d.
£. 87,952. 13s. 1d.
£. 26,413. — 7d.
£. 1,015. 17s. 8d.

£. 144,882. — —

The only Article of Produce from this Forest, besides that Average Yearly Income of £. 1,015. 17s. 8d. per Annum, is the Deer: From the Information of the Keepers it appears, that the Number killed Annually is about 76 Brace of Bucks, and about 17 Brace of Does; the greater Number of these are Fee Deer, supplied to the different Forest Officers, and Deer given to the Proprietors of neighbouring Estates by Way of Composition for the Damage sustained by them, and for abstaining from the Exercise of the Right of killing the Deer when trespassing on their Property. Eight Brace only of Bucks and One Brace of Does (by the Information of the Lord Warden's Deputy) are Annually supplied to His Majesty's Larder; and 15 Brace of Bucks

Deer. s. d.
£. 1,015. 17s. 8d.
Number killed Annually;

Number supplied to His Majesty's Larder, &c.

Bucks are returned to the Orders of the Clerk of the Venison Warrants, for the Use of the Public Offices, and others who have been accustomed to have Venison from the Forests.

Having now stated every Thing that we deem necessary, relative to the History and Management of the New Forest, to enable the Legislature to judge of the Grounds on which the Alterations we shall venture to suggest are founded, we shall only here remark, that among the Papers and Documents which we have perused, relative to this Forest, we have found, in almost every Reign, very judicious Plans formed for its Improvement, and for correcting the Abuses in it; but they have all failed from One Cause—the Execution has been left to Officers whose Interest it was to counteract them; nor have we any Expectation that the Plan which we shall think it our Duty to propose will be attended with better Success, until that radical Error in the present System of Management shall be corrected.

Cause of Failure of Plans for the Improvement of the Forest.

Alterations suggested for correcting the existing Abuses, and improving the Forest.

Proposed Settlement with the Freeholders;

WE shall now proceed to suggest such Alterations as appear to us to be necessary, in order to remedy the Abuses we have described, and render this Forest a great Nursery and Magazine of Timber for the Navy. With this View we would humbly propose, that an Act of Parliament should pass, for appointing Commissioners, or enabling His Majesty to appoint Commissioners, to treat and agree with the Freeholders who pay or ought to pay any Small Rents to the Crown, in Money, under the Names before mentioned, of Month Money, Hocktide Money, Lease Fee Mooney, and Turf Delf Money; or in Corn, Fowls, Eggs, or other Payments in Kind, for the Sale of such Rents and Payments; and also to treat with those who have Lands within or subject to the Regard of the Forest, for the Disafforestation thereof, and for the Sale to them of such small Parcels of Land, and such Lanes or Roads belonging to the Forest, as lie intermixed with or pass through their Estates, for a reasonable Price or Composition; empowering the Commissioners also to treat and agree with the Freeholders for the Price to be paid by the Public, as a Compensation for such Rights of Common of Pasture, Turbary, or Estovers, as they have in the Forest, and are willing to sell, setting off the Rights of the Crown over their Estates, as far as their Value will go, against the Rights which they enjoy in the Forest.

with the Copyholders;

2dly, That the same Commissioners should also be empowered to treat and agree with the Tenants of the Copyhold Estates for the Enfranchisement and Disafforestation of those Possessions, on Condition that they should sell to the Crown their Rights of Common of Pasture, Fuel Wood, or Repair Timber, and every Claim that they have on the Forest, or such Part or Proportion of them as may be equal in Value to what the Commissioners sell to them.

with those who have made Incroachments on the Forest;

3dly, That where any Incroachments appear to have been made on the Forest by the Proprietors of neighbouring Estates, the Commissioners should be empowered to reclaim them, and to restore to the Forest such of them as may interfere with any Plan for the Increase of the Wood and Timber, and to sell any other of those Incroachments on reasonable Terms to the Persons in Possession, on Condition that they sell to the Crown such Claims as they may have on the Forest in Right of their Estates, or such Proportion thereof as may be equal in Value to what may be sold to them.

for settling disputed Boundaries;

4thly, That where there is any Part of the Boundary of the Forest disputed or doubtful, the Commissioners should be empowered to treat and agree with the Proprietors of the Lands adjoining to such disputed Part, and to settle and ascertain what shall ever after be held to be the Boundary of the Forest.

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And in case the Commissioners, in treating with all or any of the Parties for the Sale, Purchase, or Settlement proposed, should not agree with them, either as to the Price or proper Boundary, they should be empowered to refer such Difference to Arbitrators, to be chosen by the Commissioners and the Claimants, or to a Jury of Freeholders not interested in the Forest.

5thly. That the Commissioners shall be empowered to treat and agree with such Persons as may be appointed, by a Majority in Number and Value, of the Freeholders and others having Right of Common of Pasture and Pannage in the Forest, as to the Proportion of the 57,845 Acres of Forest Land (being the whole Quantity of the open Forest, after deducting the 6,000 Acres which the Crown is entitled by the Act 9th and 10th William III. to have constantly inclosed) that should be left open during the whole Year to their Cattle and Swine, as a competent Satisfaction for the Interest or Share that they have a Right to enjoy of the Pannage and Pasture of the said 57,845 Acres for a Part of the Year, in common with the King's Deer, and what Proportion of the said 57,845 Acres should be set apart as a competent Satisfaction to the Crown, or to the Public, for the Share which the Crown is entitled to of the said 57,845 Acres, in consequence of the Right to keep any Number of Deer, without Limitation, in that Part of the Forest during the whole Year; and, those Proportions being ascertained, that the Deer should be sold or removed to any other Forest or Park belonging to His Majesty; or disposed of as His Majesty may be pleased to direct.

for ascertaining what Part of the Forest shall remain open for the Commoners;

Acres.
61,845 See
Deduct 6,000 Pa. 5.
Remains 57,845 Acres

and what Part be allotted to the Crown in lieu of the Deer.

6thly. And that the same Commissioners should be empowered to direct the Proportion to be ascertained to be inclosed, in Addition to the 6,000 Acres before mentioned, and on the same Conditions of throwing open any Part of the Inclosures, when the Trees within the same are past Danger of being hurt by Cattle, and inclosing, in lieu thereof, an equal Quantity out of the open Part of the said 57,845 Acres; and those new Inclosures to be under the same Conditions, and to go on in constant Rotation, in the Manner directed by the Act of 9th and 10th William III. with respect to the Lands thereby authorized to be inclosed.

Such Allotments to be inclosed for the Cultivation of Timber.

But as it is of great Importance to the Public that Measures should be speedily adopted for the Improvement of this valuable Forest, in order to provide against the Danger to this Country from the alarming Decrease of Naval Timber; and as the Division and Adjustment proposed could not materially affect or injure the Interest or Property of any Individual, we would humbly propose, that if those having Rights of Common of Pasture or Pannage shall neglect or decline to appoint Persons to treat with the Commissioners for the Purposes before mentioned, within Six Months after passing the proposed Act, the Commissioners shall in that Case give Notice thereof to the Sheriff of the County of Southampton, who shall, upon receiving such Notice, call a General Meeting of the Freeholders of the County, who shall be empowered to appoint fit Persons to treat and agree with the Commissioners appointed by Parliament, and in conjunction with them to settle and ascertain the Quantity of Land which should be set apart to be inclosed as a Nursery for Timber, in consideration of giving up the Deer; and if the Commissioners and those Persons should not agree upon the Quantity which should be so set apart to be inclosed, that they should in that Case be empowered to name as Arbitrators Men not interested in the Forest, to whom such Difference shall be referred, and whose Decision shall be final.

Necessity of a speedy Improvement of the Forest, and Mode proposed for effecting it.

And in case the Freeholders of the County shall also neglect to meet, or decline at such Meeting to appoint Persons to act for those having Rights of Common in the Manner proposed, the Commissioners shall, in that Case, be empowered themselves to proceed in the Business; and with that View shall have Power to call before them, and examine upon Oath, such Witnesses as they shall think necessary, in order to enable them to judge of and determine the Proportion of the said 57,845 Acres which, in

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Consequence

Consequence of removing the Deer, His Majesty shall be empowered to inclose, in Addition to the 6,000 Acres mentioned in the Act of William III. and under the same Conditions.

Reasons for proposing a different Mode of Settlement in this Forest from what was suggested for Dean Forest.

In our Report on the Forest of Dean, we recommended that a complete Division and Separation of Rights should take Place; that those having Right of Common should have a competent Proportion of the Forest allotted to them for Cultivation, as an Equivalent for their Rights of Pasture and Pannage, which are the only Common Rights in that Forest, and that the rest of the Forest should be the entire Property of the Crown: And such a complete Division and Separation of Rights is undoubtedly desirable, in every Forest in which it can be effected with the Concurrence of those having Right of Common, and without forfeiting some great Advantage to the Public in order to obtain it.

But in the New Forest we do not think it would be advisable to attempt so complete a Separation and Division: Besides the Right of Pasture and Pannage, the neighbouring Inhabitants have, by the Act of William III. their ancient Right of Fuel preserved to them, which we have Reason to believe many of them would be unwilling to part with for any reasonable Price; and from an attentive personal View of the Forest, we are of Opinion that it would be found difficult to make such a Division as would admit of convenient and satisfactory Allotments of Land to the Claimants, for the Purpose of Cultivation, in lieu of their Common Rights, and would not, at the same Time, be disadvantageous to the Public.

There is a great Variety of different Kinds of Soil in this Forest; some Parts of it are extremely valuable, and others are hardly fit for Cultivation: The Allotment naturally to be desired by any Claimant, would be of the Land adjacent to his own; but that may either be Woodland, which ought to be kept as a Nursery for Timber, or Ground not worth the Expence of Improvement; to give more distant Allotments could not be so convenient for the Claimants, and would mangle the Forest, and increase the Number of Roads, as well as the Expence of Inclosure. And if separate Allotments were given to the Claimants, and made entire Property, Houses, and perhaps Villages, might be built upon them, depriving this Forest of its best Security, which has arisen from its being of great Extent, and thinly inhabited.

We therefore give it as our Opinion, that if the neighbouring Inhabitants will part with their Claims on the Forest at a fair Price, it is for the Interest of the Public to purchase them, so as to free the Forest from any Mixture of Rights whatever, without lessening the Extent of the Forest Land; but if they will not part with those Claims, we think that no farther Separation of the Rights should be attempted than what we have now proposed.

Alterations affecting private Property, without Consent of the Owners, not to be carried farther than the Public Safety requires.

In every Case in which it may be necessary for the general Good that Government should interpose its Authority, so as to affect the Property of Individuals without their Consent, the Alteration should be carried no farther than the Public Interest or Safety requires, and a full Equivalent should unquestionably be given: We have not lost Sight of this Principle in the Adjustment we have proposed; and we have the Satisfaction to believe that without making any greater Change in the Property of the Parties interested, the Public Object would in a great Measure be obtained, and every Claimant would find some Accommodation or Advantage.

Advantages from the proposed Settlement:

to the Freeholders;

The adjacent Freeholders, who pay small Rents in Money and in Kind to the Crown, will exonerate their Estates, and be freed from the troublesome Demands which they occasion, as well as from the Detriment to their Crops by the Trespas of the Deer,

Deer, which no common Inclosure can prevent; and their Commonable Cattle will have a clear, full, unmixed, and uninterrupted Use of the Pasture in the Part kept open for them, during the whole Year, instead of their present Right to a Share of the Pasture for less than Six Months, in common with the Deer; a Right which if the Officers of the Forest had been attentive to their Duty, would have been of little Value to the Proprietors, as all the Cattle would in that Case have been driven out of the Forest during the Fence Month, and Time of Winter Haining.

The Copyhold Tenants, whose Lands are of any considerable Extent, will receive still more Advantage or Accommodation from the Settlement proposed. The Tenure by which they at present hold has many disagreeable Circumstances attending it; and though they have hitherto been treated with great Moderation, they may not always find a superior Lord in every Way so indulgent, or inclined to forego so considerable a Part of his just Advantages, as seems at present to be allowed to the Tenants in the Management of that Property. Besides computing the Fines at the full Value of the Lands, on Renewals of their Estates, and taking Heriots strictly where they are due, the Trees on the Copyhold Lands are the Property of the Crown; and those which add the most to the Beauty of an Estate are liable to be cut down, at the Will of the Forest Officers. These are Powers which must be disagreeable to a Tenant, which tend to prevent the Property from being brought to its highest Value, and which, therefore, it is for the Public Interest that the Crown should part with at a fair Price.

to the Copyholders;

Those who are entitled to Fuel Wood from the Forest will also derive a great Advantage from its Improvement. The Quantity at present assigned for Fuel is upwards of 800 Loads Annually. This is such a Demand as, according to the best Information we have obtained, the Forest cannot, under the present Management, long supply, even if the best Beech Trees should be allowed for Fuel, and no more taken than is actually assigned. The Right to Fuel Wood must therefore soon become of little Value to the Claimants, unless an Improvement of the Forest shall take Place.

to those entitled to Fuel Wood;

And the Public, by this general Arrangement, would obtain an extensive and valuable Addition to the Nursery for Timber, which in this Forest is of far more Value than in any other belonging to the Crown, owing to its being situated so near to the Dock Yard at Portsmouth, that the whole Expence of Carriage by Land and Water, together with the Expence of felling and squaring, is no more than 15*s.* 1*d.* per Load, being little more than One Fourth Part of what those Expences amount to on the Timber of Dean Forest, and less than that Proportion of those Expences in other Forests, as we learn from the Information communicated to us by the Navy Board.

and to the Public.

Appendix, N^o 43.

The Number of Acres which the Crown may be empowered to inclose being thus ascertained, the Situation of the Inclosures, and the Kind of Fence, should all be determined by the same Commissioners, who should also enter into open Contracts for fencing and planting the first Inclosures, which will not only serve as Examples for others, but be a Check as to the Expence on the Office to which the Execution of such Works may afterwards be committed.

Lands set apart for Timber how to be inclosed.

By the Arrangement we have proposed, the Forest would be put into a State in which it might, under proper Management, supply a very great Quantity of Timber for the Navy; but the greatest Difficulty remains; and we proceed with the utmost Diffidence to that Part of our Duty which requires that we should point out what Changes should be made in the present System of executive Management, and what new Regulations should be adopted, in order to put a Stop to and prevent the Return of those Abuses which at present waste the Forests, and render them of little Value to the Public.

Alterations in the present System of Management.

The

Regulations suited to the Management of private Property, insufficient for that of the Public.

The same Regulations which answer very well in private Property, where, under the watchful Management of the Owner, though casual Injuries cannot be prevented, yet no Habit of Depredation is suffered to prevail, will not be sufficient to secure the Forests; for though every Kind of Offence or Intrusion has, at different Times, been punished, yet there has been for many Years such Supineness in the general Management, and such Waste and Depredation committed by the resident Officers, that the neighbouring Inhabitants have been naturally led to partake in the Spoil, and hardly to think it a Crime to take what no one seemed anxious to protect: To counteract Habits which are so general, and to guard against Offences which Men have been accustomed to commit from their Infancy, is no easy Matter, and will require more Checks to be established, particularly where any Mixture of Rights whatever remains, than can be necessary in the Management of private Property.

The Abuses in New Forest of Three Kinds:

On considering the Account we have given of the different Sources of Waste and Destruction in this Forest, it will be found that they consist of Three different Kinds:

Those arising from its divided Government;

1st. Those which arise from the *Divisum Imperium*, which we have before described; from the improper Mode of paying the Officers, and the Advantages they are allowed to take, of a Kind destructive to the Forest; and from the keeping of Deer: All of these it is in the Power of the Crown to put an End to, by giving up the Deer, and substituting such a System of Management and Mode of Payment as we shall propose.

from the mixed Rights of the Inhabitants;

adly. The Second Class of Abuses are those which are a natural Consequence of the Rights possessed by the neighbouring Inhabitants, such as the Admission of more Cattle than should be received into the Forest, and at prohibited Seasons; Horses of a Size under that mentioned in the Statute of 32d Hen. VIII.; Swine after Pannage Time, and Sheep belonging to Persons who have no Right to feed them; and the cutting of Heath, Fern, Furze, Turf, and Peat in improper Places: All these will be avoided in the Inclosures which we have proposed, and any material Injury to the rest of the Forest may be checked by the Laws now in being.

from the Mode of taking Fuel Wood;

Another Abuse of this Class arises from the present Mode of taking and disposing of Fuel Wood, described in the former Part of this Report; to remedy which it appears to us to be absolutely necessary to prevent the cutting of any Tree or Branch in the Forest by any Person whatever, except under the immediate Direction and in the Presence of the Forest Officers, or the loading of any Cart or Carriage with Wood of any Kind, without the View of the Keeper, and a written Order of such other Officer as may be entrusted with the issuing of such Orders, of which he should keep a regular Account: And we also think it necessary, that the Wood for Fuel should be cut down and corded under the Direction of the Forest Officers, so as that it may not be used for any other Purpose than Fuel.

from Depredations of Cottagers, &c.

3dly. The Abuses of the Third Class are, the Offences and Depredations committed by the Inhabitants, chiefly of the adjacent Villages, and of the Cottagers built on the Forest, in the stealing or lopping of Trees, setting Fire to the Heath, Fern, or Furze, and destroying the Fences.

Officers should be encouraged to prosecute Offenders.

That the Officers may be encouraged to discover and prosecute such Offenders, and not, as at present, deterred by the Expence attending it, we would humbly propose that they should be repaid all reasonable Charges of Prosecution, and be allowed, in all Cases, the Whole of the Fine imposed on the Offenders; and the setting Fire to the Heath, Fern, and Furze of the Forest, which may be attended with the most destructive Consequences, should be made Felony.

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In regard to the Cottages built on the Forest, and the small Incroachments made by the Cottagers, which appear by the Plan to be very numerous, the Commissioners should have discretionary Powers, similar to what we proposed in our Report on the Forest of Dean, for reclaiming those Incroachments, or for shewing Indulgence to Possessors under particular Circumstances. So long as the Cottagers remain in the Forest without committing Depredations, their Cottages do little Harm; but it would tend much to the Preservation of the Forest, if the cutting, stealing, or lopping any Tree, by Day or Night, should, if committed by the Possessor of any such Incroachment, be punished by turning the Offender out of Possession of the Cottage or Land so held by the Indulgence of the Crown; and it cannot be thought hard, that such Persons should be removed for the Commission of new Offences, after the Indulgence of allowing them to live on their usurped Possessions.

Proposed Arrangement respecting Cottages and small Incroachments.

We shall now suggest such Alterations in the Management of this Forest, as appear to us to be necessary, for preventing the destructive Effects arising from its divided Government, and from the improper Mode of paying the Officers.

Regulations respecting the Officers of the Forest.

The resident Officers, who have the Wood, Timber, and Inclosures, under their Care, and over whom the Surveyor General has at present no Authority or Controul, should be put under the Direction of that Officer, or of whatever Office shall have the general Management of the Forests.

No Officer should be permitted to receive any Fee, Perquisite, or Gratuity of any Kind, nor to have any Advantage whatever from the Execution of any Work to be done in the Forest, nor to keep Cattle or Swine, except for the Use of his Family, under particular Limitation, and none whatever in any Inclosure for the Growth of Timber. The Rabbits should be extirpated; and as it is proposed to remove the Deer, no Pretence will remain for the cutting of Browlewood, which is a Source of the greatest Mischief to the Forest: And in lieu of all the Fees, Perquisites, and Emoluments at present received, each Officer should have an adequate Salary, with a House, and an Inclosure not exceeding 3 or 10 Acres of Land.

That Fees and Perquisites should be abolished,

and an adequate Salary substituted.

There are 15 Walks in the Forest, in every one of which we think there should be One Wood Bailiff: Some of the Walks will be much more difficult to protect than others; and as the Duty will, on that Account, be more laborious, the Salaries should vary proportionably. Besides the Wood Bailiffs, Assistants will be required, as Watchmen to guard the Woods and Inclosures, in those Walks which have the greatest Extent of Woodlands in them, and are situated nearest to the Villages and Cottages round the Forest. Of these Watchmen, we conceive about Eighteen or Twenty may be found necessary: They should be chosen from among the most honest, active, and industrious of the Labourers, who will be employed in the various Works to be done in the Forest; and all that we think it necessary to allow them, in Addition to what they will earn by their Labour, is a Cottage, and a Garden of about Half an Acre, in the Neighbourhood of the Woods they are to guard; and a small Salary, perhaps not exceeding Five Pounds a Year each. The Fines and Rewards on Conviction of Offenders, and the Hopes of recommending themselves to be appointed Bailiffs, as Vacancies happen, will probably be sufficient Incitements to Vigilance and Execution.

Number of Officers deemed necessary. Wood Bailiffs,

Watchmen,

Besides the Wood Bailiffs and Watchmen, we would propose that there should be Two superior Officers in the Forest, a resident Surveyor, and an Accountant, together with the Purveyor of the Navy. To the Surveyor, all Warrants from the Treasury should be sent, by the Office to which the general Management of the Forests shall be committed; and he should be responsible for their due Execution. All Works to be done in the Forests should be under his Direction, subject to the Orders of that Office,

Principal Officers:

Their Duty.

Office, and he should have Authority over the Wood Bailiffs and Watchmen; but no Part of the Money arising from, or to be expended in the Forest, should pass through his Hands. A Weekly Return should be made to him by each Bailiff, stating the Work of every Kind done in his Walk, and every Accident or Injury to the Timber or Fences in it; and to make this as easy as possible to the Bailiffs, printed Forms, with suitable Columns, should be provided for such Returns.

The Weekly Returns of the Bailiffs should be sent by the resident Surveyor to the Accountant, by whom the Particulars should be entered in Books, and the Returns should be transmitted immediately to the general Office of Forests. The Accountant should also enter in his Books an Account of all Prosecutions for Offences in the Forest, showing the Nature of the Offence, the Issue of the Prosecution, and the Expence attending it.

General Register of
Timber.

A general Survey and Register of the Oak Trees in the Forest containing more than 20 Feet of Timber, should be prepared, in the Manner we have proposed in our Third Report. In marking the Trees for the Register, great Care should be taken not to injure the Bark, as that is found to be extremely hurtful to the growing Timber. One Copy of the Register should be kept by the Accountant, and another in the General Office of Forests; and a Duplicate should also be sent to the Navy Board, by their Purveyor. A general Review of the Timber, and an Examination of the Register, should be made once in every Five Years, or oftener, by the resident Officers, assisted by Persons sent from the General Office; and such young Trees as should be found to have increased to the Size of 20 Feet since the preceding Survey, should be added to the Register; and upon every Fall of Timber the Trees felled, for what Purpose, and by what Warrant or Order, and also all Trees cut by Timber Stealers, or blown down by the Wind, should be entered in the opposite Columns, in each Copy of the Register.

Regulations respecting
the felling of Timber.

All Trees of every Kind, whether Oak or Beech, that are to be felled in the ensuing Season, for any Purpose whatever, should be marked for felling before the last Day of March Yearly, by the resident Surveyor, the Purveyor, and the Accountant, each with a separate Hammer, and Returns of such Trees made to the General Office of Forests; and no Tree should be felled until a principal Officer from that Department shall have viewed the Trees, or an Order for felling them shall be sent from that Office.

Rasping off the Tops
of Naval Timber.

After the Trees have been felled, the Purveyor of the Navy should rasp off the Tops, that is to say the Parts to be cut off should be distinguished by a Line, and he should mark the Tree with his Hammer immediately below that Line, reserving every Part that he deems fit for Naval Use, and marking every Piece with his Hammer on each End, as soon as the Top has been cut off. These Precautions are necessary to guard against the very common Offence of stealing useful Parts of the Naval Timber, and carrying them off with the Tops.

Stripping of Oak
Timber standing.

As the stripping of Oak Trees standing, and allowing them to remain without the Bark Two or Three Years before cutting them down, has been found, on many Trials, to add greatly to the Weight, Strength, and Durability of the Timber, we are inclined to recommend that Practice; nor are any of the Regulations which we have proposed meant to prevent the felling of Oak in Winter, if that shall be found of such Advantage as to make it advisable to sacrifice the Bark on that Account. The Trees to be stripped standing, or felled in Winter, should be distinguished by particular Marks, and Returns of them sent to the Office of Forests, and to the Navy Board.

or Winter-felling of
Oak.

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The Tops and Bark of the Naval Timber, and any other Timber or Wood to be sold in the Forest, should be disposed of at public Sale, of which a Fortnight's previous Notice should be given by Advertisement: The Three principal Officers should all be present at the Sales; the Money should be received by the Accountant, and remitted to the Office of Forests, reserving such Sum as he shall be ordered by that Office to reserve, for the current Weekly Payments, which are to be made by him on Certificate from the resident Surveyor. The Accountant must find proper Security for his Trust, and every Week transmit to the Office of Forests an Account of his own Payments, and of the Balance of Money remaining in his Hands, signed by himself and the resident Surveyor.

and reserving the
Sale of the Tops and
Bark, &c.

The Duty of the Purveyor remaining nearly the same as at present, need not here be farther detailed; but as the Safety of the Forest depends very much on the faithful Execution of that Duty, as the Labour of it will be considerably increased, and as it may perhaps be thought unnecessary to continue the Office of Regarder, from which the Purveyor at present receives near £.20 per Annum, and to discontinue his Allowance of Fuel Wood from the Forest, we think it may be proper to allow that Officer an Addition to his Salary, as Purveyor, to render it a more adequate Compensation for the Service performed.

Purveyor's Duty.

We know of no other Officer that will be necessary, except perhaps an Assistant Surveyor, the great Extent of the Forest making it difficult for One Person to execute all that may be necessary in that important Department.

But though, after the fullest Consideration of the Subject, and after consulting with the most experienced and intelligent of the Officers now employed in the Forest, the Establishment and the Regulations we have thought it our Duty to suggest are the most likely that occur to us for securing the future Improvement and Protection of this Forest, yet we are aware of the extreme Difficulty there is in forming any Plan of future Management, that may not on Trial be found to require some Alteration or Addition, and it will without any Doubt therefore be necessary to give discretionary Powers for making such Alterations, with the Approbation of the Lords Commissioners of the Treasury. To prevent however the Possibility of a Return of such Neglect as has hitherto been shewn in the Management of this Part of the Public Property, a Report of the State of the Forest should be made to Parliament from that Office once in Three Years. The Justice in Eyre was, by the antient Forest Laws, obliged every Third Year to visit every Forest, and to hold a Justice Seat for Trial of Offences in Vert and Venison; and we think that the Forests should be visited by One or more of the principal Officers concerned in the Management of them at least as often now, when the Woods are become necessary for the Supply of our Navy, and the Safety of this Country. On those Examinations the Report to Parliament should be founded; the Progress which has been made in the Improvement of the Forest, the State of the Inclosures, the Quantity of Timber growing there, taken from the General Register, and such Alterations as it may have been found necessary to make in the Establishment of Officers, should be fully stated, and the Reasons explained.

Further Regulations,
if found necessary.

To guard against fu-
ture Neglect, the State
of the Forest should be
reported to Parliament
every Three Years.

The Alterations we have proposed will have the Effect of bringing the executive resident Officers, whose Business will be confined to the Care of the Woods and Inclosures, wholly under the Authority of the Office of Forests. The Deer being removed, there will remain nothing under the Charge of the antient Establishment of Forest Officers, whose Duty extended only to the Preservation of the Vert and Venison; and the public Exigencies requiring that the Forests should be hereafter kept as Nurseries for Timber, it cannot be expected that those Perquisites or Advantages should be continued which are inconsistent with that public Object.

Effect of the Altera-
tions proposed.

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Regulation respect-
ing Fuel Wood to Offi-
cers.

No Fuel Wood should be allowed to any Officer in the Forest, in Right of his Office, except where granted for a Term of Years; by which the Annual Demands on the Forest for Fuel will be very considerably reduced.

Master Keepers Lodges.

The Grants of the Lodges of Ironhill, Bolderwood, and Rhinefield, to the Master Keepers, if this Plan shall be adopted, can be considered only as Matter of Favour; and not being of any farther Use in the Management of the Forest, they should certainly be put on that Kind of Footing that will prevent them from remaining longer the Source of shameful Waste of the Timber, and of improper concealed Advantage on the Part of the resident Officers entrusted with the Execution of the Repairs: But that this may be effected without any Inconvenience or Loss to the present Possessors, we would humbly propose that, instead of granting those Lodges to the Master Keepers during Pleasure only, they should be granted to them for Life, or for a Term of Years, with a proper Quantity of the inclosed Ground annexed to them, but reserving the Timber, on Condition of keeping the Lodges and Fences in complete Repair; an Expence which it cannot be expected the Master Keepers would take upon themselves on their present precarious Tenure. After the Expiration of the Leases first granted, if it shall be found expedient to continue them in Lease, other Conditions may be inserted, either for the Payment of Rent, or for lessening the Quantity of the Ground to go with them, adding the rest to the Nursery for Timber; but no Repair should ever be done on any of them at the Expence of the Forest.

Secure Repairs of
Houses of inferior Offi-
cers.

A small Allowance should be made to the Wood Bailiffs and Watchmen, for keeping their Houses and Cottages in Repair, under the Inspection of the superior resident Officers; and no Building should be repaired with the Timber or at the Expence of the Forest, except the King's House and Stables at Lyndhurst; and whenever any considerable Repair shall be required for those Buildings, a Surveyor should be sent from the Office of Forests, to examine and report, on Oath, what is necessary to be done, and what the Expence will amount to; and when the Work is finished, it should be again surveyed by skilful Workmen, to see that it has been faithfully and substantially executed.

Expence of proposed
Establishment,

We have not thought it proper for us to point out the Quantum of the Salary which we think would be adequate to the Duty of the different Offices required by the Plan we have proposed; but it may perhaps be expected that we should mention what, in our Opinion, would be nearly the Amount of the Whole, in order that it may be compared with the Expence of the present Establishment, and for that Reason we take the Liberty of stating that, according to our Computation, the whole Expence of the Plan which we have suggested would not exceed £. 1,500 or £. 1,600 per Annum, including in that Sum every Salary, and a reasonable Allowance for the support of the Lodges and Cottages of the Under Keepers and Watchmen; whereas the Expence of the present Establishment, which has a Tendency to the Destruction of the Forest, appears by the Statement before given to be not less than £. 3,400.

compared with the
present.

See Page 27.

The Act by which we are appointed requires that we should suggest Plans and Regulations for the future Improvement and Management of the landed Estate of the Crown, for the Protection, Increase, and Supply of Timber on the Royal Forests, and for redressing any Abuses in the Management; and we have, in compliance with that Part of our Duty, and according to our best Judgment, suggested such a Plan of Management, and proposed such Offices, as we conceive will be necessary, and at the same Time sufficient, to answer those Purposes in the New Forest.

Observation respect-
ing the ancient Offices
of the Forest.

Many of the ancient Offices will, if that Plan shall be adopted, become unnecessary: Such of their Perquisites and Advantages as are destructive to the Timber, we have thought it our Duty to represent as Abuses which ought to be put an End to; but Rea-

sons

fons and Motives may exist for continuing such of them as are not of a Kind prejudicial to the Forest, for a Term of Years, or during the Lives of the present Officers, which we conceive it not to be within the Limits of our Duty to take under Consideration.

The Difference in the Expence of those Plans of Management is, however, but a very small Part of the Benefit which the Public would derive from the proposed Alterations: We have in the former Part of this Report shewn, from the most unquestionable Authority, that there was at One Time growing on this Forest no less than 315,000 Loads of Timber of a Size fit for the Navy: The Quantity of that Size, by the Survey in 1783, was only 20,830 Loads, or about One Fifteenth Part of the Quantity in 1608. By the Estimate of the Purveyor of the Navy, the Forest will, at present, afford an Annual Supply of 1,000 Loads, which, including the Top and Bark, is worth about £. 4,000. Supposing the Quantity growing in 1608 to have afforded a proportional Supply, it would be no less than 15,000 Loads yearly, worth at the same Rate £. 60,000, which is more than One Half of the Quantity used in all the Royal Dock Yards, and near One Third Part of the whole Consumption for the Navy, including the Ships of War built in Merchants Yards, and no less than Seven Times as much as, under the present System of Management, has been Annually furnished to the Navy from all the Forests belonging to the Crown during His Majesty's Reign; and there is certainly every Reason to expect that, under a Plan of Management in which the Increase and Preservation of the Timber are made the sole Objects of Attention, and when the Deer are removed, the Forest may be brought to produce at least as much as it did formerly, when the Forest was stocked with Deer, and the Trees were a secondary Object, preserved chiefly because they yielded Browle and Covert.

The Objects we have had in View in forming the Plan which we have thought it our Duty to suggest, are to exonerate the Estates connected with the Forest from every Thing that is or might be made disagreeable or burthensome to the Proprietors, or prevent the Property from being brought to its highest State of Improvement;—to free the Forest Land from those Claims and Rights of Common, or that joint Occupancy, which obstruct the Growth of Timber, as far as we think that may be done without Injury to the Property of any Person interested in the Forest;—to put an End to that confused Interference of different Offices which has hitherto impeded every Attempt to check Abuses, or to execute any Plan for the Benefit of the Forest;—and to introduce, instead of these, one plain and simple System of Management, confining the Attention and the Duty of the Officers to the only Object of any Importance to the Public, the Increase and Protection of the Timber; and putting the resident Officers under the sole Authority of those who shall be entrusted with the general Management and Improvement of the Royal Forests.

We shall only add, that the farther we have proceeded in our Enquiry, the more we have become satisfied that it is essentially necessary for Government to provide, by Means of such Improvements, a Supply in future for the Support of our Navy, without trusting to its being obtained either from other Countries, or from private Estates in our own:—That though the Annual Demand for rough Timber for the King's Dock Yards is, one Year with another, only 25,000 Loads, as stated in our Third Report, on the Authority of the Navy Board, yet that many of our Ships of War being built in private Dock Yards, by Contract with that Board, the whole Quantity consumed in the Support of our Navy, from October 1760 to the End of the Year 1788, was 1,285,306 Loads, or 45,904 Loads yearly on an Average, as appears by the Statements in the Appendix, furnished to us by the Commissioners of the Navy:—And that the Demand for great Timber for the Shipping of the East India Company is much increased, from the Practice of building Ships of a larger Size than formerly; while on the other Hand, in Answer to all our Enquiries, we receive new Assurances of a rapid Decrease in the general Quantity of Oak Timber growing in this Kingdom.

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Wishing

Increased Produce by the proposed Improvement.

* See Appendix, N^o 33.

£. 60,000. — —

Objects of the proposed Arrangement.

Necessity of providing a Supply of Timber for the Navy.

without trading to Foreign Countries, or private Estates.

Appendix, N^o 45, 46, 47, 48.

Annual Consumption of Oak Timber for the Navy 45,904 Loads.

Appendix, N^o 49. — Demand for great Timber increasing.

and general Stock decreasing.

Cultivation of other
Timber in Soils unfit
for Oak.

Wishing to discover some Means of ascertaining whether there really is that Decrease in the Quantity of Timber, and to remove if possible any Doubt in a Question of so much Importance, we have endeavoured to collect such Information as might enable us to form a Judgment of the Quantity which was growing in this Country at a former Period, that we might compare it with the Accounts we have received, as to the present Stock; and finding that the Progress of Cultivation, and the peculiar fitness of that Land for Tillage which is also the best for the Growth of Oak, are the most prevailing Causes assigned for the Decrease of the Quantity of Woodland, and particularly of Hedgerow Timber, which is deemed the best for Naval Uses, we have endeavoured to discover whether there is any other Kind of Tree which may be expected to grow, on the waste and mountainous Parts of this Country, to a sufficient Size to be used in Ship Building, and which, though inferior in Quality to the Oak, may in some Degree serve as a Substitute in case of a Scarcity of that valuable Timber; and from all the Information we have hitherto received, the Larix or Larch Tree is by far the most likely to answer the Purposes wanted:—It is known to thrive extremely well in the most Northern and mountainous Parts of this Island; it is a Native of the Alps, and is found there on higher Ground than almost any other Tree; it is also the natural Produce of the Northern Parts of Russia, and the Ships of War built at Archangel, which are all of that Timber, we are well informed are as durable as those built at Peterburgh of Russian Oak. The Oak of that Country is doubtless much inferior to the British, and we do not mean to state the Larch Timber as fit to be used in building Ships of War in this Country while Oak can be had; but it may perhaps prove useful in building Trading Ships, and leave a greater Proportion of our Oak for the Navy; and no Tree is more likely to grow well in those Parts of the New Forest which are unfit for the Growth of Oak.

The Larix or Larch
Tree recommended.

We have endeavoured also, by an Enquiry into the Modes of building Ships in other Countries, as well as by consulting such Persons at Home as are reputed to have most Experience and Skill in that Profession, to enable ourselves to point out some Means of lessening the Waste of the Timber used, and of increasing its Duration; wishing in that Manner, as well as by Plans for the Improvement of the Forests, to suggest whatever may tend to render the Supply to be expected in future from this Kingdom adequate to the Demand, and prevent the Evils to be apprehended from a Dependence on Foreign Countries, for our Naval Timber.—But these important Subjects have opened so wide a Field of Investigation, and one in which it is so difficult to avoid being misled, that we have thought it right to continue our Enquiries some Time longer, and to postpone our Report upon them until our Information shall be still more complete.

We have reserved also for the Subject of a future Report, the Regulations which appear to us to be essentially necessary in the Office entrusted with the general Care of the Timber in the Royal Forests; and have confined ourselves on the present Occasion to a Statement of the Abuses, and a Plan for the Improvement and particular Management of the New Forest, a Property from its Situation and Extent of so much Importance to the Public, as to be well deserving of the immediate Attention of the Legislature.

Land Revenue Office,
Scotland Yard,
July 22d 1789.

CHAS MIDDLETON, (L. S.)
JN^o CALL, (L. S.)
JOHN FORDYCE, (L. S.)

APPENDIX.

A P P E N D I X.

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A P P E N D I X.

N ^o 1.	E XTRACTS, from Domesday Book, of some Articles relative to the Afforestation of New Forest	—	—	—	Pa. 43
2.	Perambulation of New Forest in the 8th Year of King Edw ^d 1st.	—	—	—	Pa. 44
3.	Perambulation of the said Forest in the 29th Year of King Edw ^d 1st.	—	—	—	Pa. 45
4.	Perambulation of the said Forest in the 22d Year of King Charles the 1st.	—	—	—	Pa. 47
5.	Abstract of an Act for the Increase and Preservation of Timber in New Forest, 9 and 10 W ^m III.	—	—	—	Pa. 49
6.	Copy of Decree of the Court of Exchequer, Anno 26 Eliz.	—	—	—	Pa. 51
7.	Examination of Richard Nightringale, Housekeeper of the King's House at Lyndhurst, or Lord Warden's Steward	—	—	—	Pa. 52
8.	The Answer of Sir Harry Burrard, Bart, Riding Forester, and one of the Rangers of the New Forest, to the Precept of the Commissioners of the Land Revenue	—	—	—	Pa. 54
9.	D ^r of Sir Philip Jennings Clerke, Bart, deceased, late Bowbearer, and one of the Venderors of the said Forest	—	—	—	Pa. 54
10.	The Answer of Ch ^r Lord Cadogan, one of the Rangers of the said Forest, and Master Keeper of Ashley Walk	—	—	—	Pa. 55
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12.	The Examination of Thos ^s Jeans, Deputy Woodward of the said Forest	—	—	—	Pa. 56
13.	The Return of Richard Fazard Mansfield, Esquire, Under Steward of the said Forest, to the Precept of the Commissioners of the Land Revenue	—	—	—	Pa. 57
14.	Extracts of Two Letters from Mr. Mansfield	—	—	—	Pa. 59
15.	The Examination of Nassau Jervoise Coleman, one of the Regarders of the said Forest	—	—	—	Pa. 59
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20.	Examination of Thomas Holloway, Groom Keeper of Burley and Holmefley Walks	—	—	—	Pa. 64
21.	Account of Annual Payments made by Col. Heywood, Deputy to the Lord Warden, to the several Groom Keepers of the said Forest	—	—	—	Pa. 66
22.	Abstracts of the Examinations of Twelve of the Groom Keepers of the said Forest	—	—	—	Pa. 67
23.	Extract of a Letter from John late Duke of Bedford, late Lord Warden of the said Forest, to the Lords of the Treasury, dated September 29th 1768	—	—	—	Pa. 89
24.	Examination of Thomas Nichols, Purveyor of the Navy, and one of the Regarders of the said Forest	—	—	—	Pa. 90
25.	D ^r of Henry Tombs, Deputy to the Surveyor General, and one of the Regarders of this Forest	—	—	—	Pa. 92
26.	Account of Monies expended in re-building and repairing Lodges in the New Forest, and repairing the King's House at Lyndhurst, and of rough Timber allowed for the same, from 1761 to 1787	—	—	—	Pa. 95

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N^o 27.

N ^o 27.	Reference from the Lords of the Treasury to the Commissioners of the Land Revenue, upon an Estimate of Repairs, at Irons Hill Lodge	—	Pa. 96
28.	Extract from the Presentment of the Grand Jurquest at a Court of Swanmore held at Lyodhurst, 14th September 1719	—	Pa. 98
29.	The Verderor's Memorial to the Treasury, relative to Repairs ordered to be done at sundry Lodges, 13th November 1714	—	Pa. 98
30.	Verderor's Memorial to the Treasury, relative to Repairs ordered to be done at Burley and Holmestrey Lodges	—	Pa. 99
31.	Survey of Timber in several Forests, in the County of Southampton, Anno 1608	—	Pa. 100
32.	Survey of Timber in the New Forest 1707	—	Pa. 102
33.	Survey of Timber in the said Forest 1764	—	Pa. 103
34.	Account of the Number of Oak Trees, of 50 Feet and upwards, growing in the New Forest, from a Survey taken in 1783	—	Pa. 105
35.	An Account of the present Condition of the Inclosures for the Growth of Timber in the New Forest	—	Pa. 106
36.	Abstract of the Surveyor General's Accounts of Timber felled for the Use of the Navy in the New Forest, from 1761 to 1786	—	Pa. 110
37.	D ^r of Wood Sales within the said Forest, from 1761 to 1786	—	Pa. 113
38.	Brief Statement of the Produce of Navy Timber and Wood Sales in the New Forest, and of the Disbursements thereout, from 1761 to 1786	—	Pa. 114
39.	Abstract of the Accounts of Joseph Hinxman, Esquire, and Sir Paulet St John, Baronet, late Woodward of the New Forest, from 1761 to 1771	—	Pa. 116
40.	Accounts of Navy Bills issued to John late Duke of Bedford, late Lord Warden; to His Royal Highness the Duke of Gloucester, the present Lord Warden; and to Sir Paulet St John, Baronet, and Stanley George Heywood, Esquire, the late and present Woodward of the said Forest	—	Pa. 117
41.	Abstract of the Accounts of Stanley Geo. Heywood, Esquire, Woodward, from 1780 to 1788	—	Pa. 119
42.	Abstract of the Accounts of Nath ^l Heywood, Esquire, Deputy to the Lord Warden, from 1771 to 1787	—	Pa. 120
43.	General Abstract of the preceding Accounts	—	Pa. 122
44.	Copy of Letter from the Officers of Portsmouth Dock Yard, stating the Expense attending the New Forest Timber, 14th April 1789	—	Pa. 123
45.	Copy of a Letter from the Commissioners of the Land Revenue to the Navy Board, respecting the Consumption of Timber, for the Use of the Navy	—	Pa. 124
46.	Copy of Navy Board's Letter, in Answer to the preceding	—	Pa. 125
47.	Account of the Quantity of English Oak Timber and Knees, received into each of His Majesty's Yards, from October 1760 to January 1789	—	Pa. 126
48.	Account of the Tonnage of Ships built or purchased for the Use of the Navy, and not constructed in any of His Majesty's Dock Yards, since October 1760; and an Estimate of the Quantity of Oak Timber supposed to be required for constructing them	—	Pa. 126
49.	A State of the Quantity of Oak Timber used for the Support of the British Navy, from His Majesty's Accession to the End of the Year 1788	—	Pa. 127

N° 1.

EXTRACTS from Domesday Book, of some Articles relative to the Afforestation of New Forest.

Nova

F 51. **I**N Foresta 7 Circa Eā. In Rodbridge Hā. Rex habuit 7 hī unā hīda in Achelie, 7 ē de firma infule Wut. Cheping tenuit in paragio. Tc se deff p una hīda nō p nichilo. Tā ē IIII Cē.
T. R. E. 7 post valuit. L. Sol. Modo ē in foresta. Ibi cā rex misit.

Walchelin' ēps habuit in Faltie unā hīd 7 III. 6. Fra. 7 p tanto geldaū. Modo p nichilo. Tā ē XII. cē.

T. R. E. 7 post valuit. L. Sol. Modo ē in foresta.

Rogerius Comes habuit Lestorde, Duo alodiarj tenuer in paragio. 7 deff $\frac{1}{2}$ Hī Tā p una hīda.

T. R. E. 7 post. valit. XL. Sol. Modo. ē in foresta excepta. IIII. parte unā 6. quā teni qdā hō de Comitē. 7 ibi hī. III. bordi. Val III Sol.

Godric 7 Elnod habuer in Gatingeorde II. hīd. 7 p tanto se deffib. Modo. ē in foresta. Tā ē v. car. Val III. Sol.

Cheping tenuit. III. Virg de rege in Achelie, 7 pro tanto se deffib. Modn. ē in foresta. Val III. Sol.

Willac tenuit de rege. I. hīd in Bovreford. Modo est in foresta, excepto. II. Ac's p'ci. q's tot Hugo ē q'ncio. Val X. Lib.

Filij Godrici malf hāt de rege, Minsteste. pāf eo tenuit de rege E. Tc se deffib p. III. hīd 7 diūf Modo ē hāt filij q' nūf diūf hāt. q'ue Geldaū p una 6. alia Tā. ē in foresta. Tā. ē unā car. 7 ibi. ē in dñio cū. IIII. bordi. 7. III. Servis. 7. XVI. ac p'ci. Silva de X. porf 7 in Wincestre. I. haga de XII. deff. H. Tā. T. R. E. Val VIII. Lib. 7 post. XV. Solid. Modo XX Solid.

IN New Forest and near it. In Rodbridge Hundred the King had and now hath one Hide in Achelie, and it is of the Farm of the lfe of Wight. Cheping held it in Parage, then it was taxed for one Hide, now for nothing, the Arable Land is 4 Carucates. In the Time of King Edw^d and afterwards, it was worth 50 Shillings; now it is in the Forest, the King put it there.

Walchelin the Bishop had in Faltie one Hide and three Virgates of Land, and it was taxed for so much, now for nothing. The Arable Land is 12 Carucates. In the Time of King Edw^d and afterwards it was worth 50 Shill^l; now it is in the Forest.

Earl Roger had Lestorde, two allodial Tenants held it in Parage, and thus Land was taxed for one Hide.

In the Time of King Edward, and afterwards, it was worth 40^l; now it is in the Forest, except a fourth Part of one Virgate, wth a certain Man holds of the Earl, and he has there 3 Bordars, Value 3^s.

Godric and Elnod had in Gatingeorde two Hides, and it was taxed for so much, now it is in the Forest. The Arable Land is 5 Carucates. It was worth 45 Shillings.

Cheping held three Virgates of the King in Achelie, and it was taxed for so much; now it is in the Forest. It was worth 40^l.

Willac held of the King one Hide in Bovreford; now it is in the Forest, except two Acres of Meadow, which Hugh St. Quintin holds. It was worth £. 10.

The Sons of Godric Malf have of the King Minsteste. Their Father held it of King Edward. Then it was taxed for Three Hides and a Half; now his Sons have only Half a Hide, which was taxed for one Virgate. The other Land is in the Forest. The Arable Land is One Carucate, and it is there in Domesday, with 4 Bordars, and 3 Slaves, and 16 Acres of Meadow: Woodland for 10 Hogs; and in Wincestre one House of 12 Pence Rent. This Land in the Time of King Edward was worth £. 8. and afterwards 15 Shillings, now 20 Shillings.

N° 2

N° 2.

PERAMBULATION of New Forest in the 8th Year of King Edward I. from the Chapter House Westminster.

Southton Plita Foresta, A° 8th Edw. 1st.

N. v. n. 1. **PLACITA** Foresta apud Wynton in Com. Sutham. in c^olino S^{ci} Hillar. anno Regni Reg. Edwardi octavo coram Rog. de Clifford Joh. Loverot Galfr. de Pycheford & Wilt de Hameltonse Justic. ad eandem Placita audienda & terminand assig^{na}ta.

Dors.

Mete & Bunde Nove foresta a primo tempe quo fuit afforesta.

Primo de hudeburwe usque ad folkewell. deinde usque ad le Redehowe. deinde usq la Brede-wella. deinde usque Brodenok. deinde usq la Chertihowe. deinde usque la Beygge. deinde usq Burnford. deinde usq kademannesforde. deinde usq ad aq^u de Selneij. deinde usq Oerbrugge. deinde usq la wade sicut aq^u descendit. deinde usq la Eldeburwe. deinde usque Meche. deinde usq Redebrugge sicut ripa de Terste descendit. deinde usq kalkesfor. sicut mare descendit deinde usq la Hurste in longitudine maris. deinde usq ad ponte xpi Ecce sicut mare fuit. deinde sicut Ripa de Avene extendit usq ad Pont^{em} de forthingebrugge. deinde sicut Ripa de Avene extendit usq Moletone. deinde sicut Ripa de Avene extendit se usq Northchardeford Sechemle Et sic in longitude p unū fossat qd se extendit usque Herdeberwe.

N° 3.

PERAMBULATION of New Forest in the 19th Year of King Edward I.—from the Tower.

Rex Perambulat Forestam de Anno Regni Regis Edwardi Primi Vicelesimo nono. m. 4.

Edwardus Dei Grā Rex Angl Dñs Hīa. & Dux Aquit Officibz ad quos pñtētes Līo pveniant, Salvo Scutis q' Cum Civitas Regni nři nobis concesserit Quintam decimam annu. Bonoꝝ seuꝝ mobiliu. que habunt in Fello Sci Michis primo futuro extunc taxanda, Que quidem Quatadecima post hujusmodi Taxacem colligi debet, levari & fidelit' nob solvi, Volumus & concedimus p nřs & Hereditz nřs qđ pambulaciones facite etiam dñco & fideli nřo Johi de Berewyk & Socijs suis ad hoc assignatis p pceptum nřm de Forestis nřis in Com. Suth. de certo teneantur & observentur p metas & Bوندas contratas in eisdem pambulacionibz, quaz Tenor de Verbo ad Verbum sequitur in huc modum.

Nova Foresta) **PERAMBULACIO** scđ in Nova Foresta in Com. Suth. in pñcēcia Johis de Berewyk & Socioꝝ suoz ad hoc assign. p Bñe Dñi Regis ut patet in Rotulo de pambulacione Foreste de Wolneim & Alfyesholt & in pñcēcia Johis de Roimesy Tenant Locu. Justic. Foreste & in pñcēcia Johis Randolf tunc Senescalli pñce Foreste pñce. Et incipit Foresta, Videt, apud Tytrebrok & inde p Viam usq Schotekeroche & sic usq Bradenewell & inde usq Churcheltyghel & inde usq Holwey & inde usq Horwythge & inde usq Heggelsfeld & inde usq Cortedela & inde usq; La Brigg & inde usq Burnesford & sic semper p Rivulum usq; Burchesford & inde usq; ad placeam que vocatur Chyeredehouks & sic usq; Rydeclivesford & inde usq; Merkesford & sic usq; Horemor & sic p Strondam usq; ad Rivulum qui venit de Gowerlesford & inde ascendendo p eundem Rivulum usq; ad cornetium de Gaywoldescroft & sic p Haiam ejusdem Crofte directe usq; Chekelgrave & sic descendendo usq; Alfyeshura & sic in longum p Hayam usq; La Heglane & sic usq; Otereflane & sic in longum ejusdem usq; Pynchthornesbur & inde usq; Mangsford & sic p eandem usq; Trendehull & sic ultra Trendehull usq; Pottersford & inde directe usq; Flerswode Westhende & inde p Viam usq; Dykeddebech & inde usq; ad novum Fossatum de Longgely & inde p Viam Regiam iact etiam Prioris de Bromore & Johis de Faudon. & inde usq; ad Cornerium de Ippelighescroft & sic p magnam Viam usq; Dounhamale & sic usq; Stonybyppe & inde usq; Boteslaghe & sic usq; Northwell & inde usq; La Hach dela Stonylonde & sic usq; Butebriggs & inde p Wamelemore usq; ad Mare & sic p Mare usq; Roggeslet & sic de Rockeslet usq; Ollakesford & inde usq; Cronkellande & inde usq; ad Vicum qui vocatur Nothlyhesdiche & sic descendendo p parvum Fossatum usq; Narkydewell & sic usq; Merkestak & sic p extremitat Bosci de Langel usq; ad Corner occidentat de la Wodecroft & sic p eandem Croftam usq; ad aliu Mkyngtak & sic p Rivulum more de Derkwatere usq; ad mare & ita p mare usq; ad Mkyngtak de Scaperliff & inde usq; ad Fossatum quod vocatur Derytych & sic p idem Fossatum a parte boreali usq; ad Domum Radl le Hurt. Vidz. a Parte occidentali ejusdem Domus & sic usq; Vicum usq; La Derlegh & p longum ejusdem usq; Pratteltyghel & inde p Viam usq; Coppeltyghel & inde p Fossatum de Cockelond usq; Gangyrescroft & sic usq; Pechegrove & inde a Parte australi ejusdem usq; Truweltyghel & inde p Derligh usq; Goudrickelighel & inde usq; Prattelhouk & inde p longum Fossatum inr Gram Ade Stegge & etiam Depressum usq; Viam reg que ducit de Welhamton vsus Belton Locum & inde usq; Wykeneshull de Wereberne & inde descendendo p Fossatum usq; Bolre & inde directe ultra aquam de Bolre p medium duar Croftaz usq; Jersalburgh & sic usq; ad longum Quercum & inde p Viam regiam usq; Bacterhameldich usq; ad Cornerium de la Styvelonde & inde usq; Breggebrigg & sic ascendendo p Rivulum usq; ad Fossatum Re.roselmore & sic p magnam Fossatum usq; ad Hogam de Northwey & inde p Fossatum usq; ad Caput magai Fossati a Parte occidentat de Stanford & inde p Rivulum usq; Stanfordsende & inde usq; ad Wytychewestende & sic p eandem usq; Heghel & sic p Fossatum ejusdem usq; Stapelden & inde p Rivulum usq; Greneladesford & sic usq; Ferroycroft & sic p Fossatum iusta Viam regiam de Crokesfordescroft & sic ascendendo p Wytherden usq; ad Marleram de Byanwiper & sic p Haiam usq; Rowdich & inde usq; Blakedich & sic usq; Hagthorneslad & inde usq; Develdon & inde ascendendo usq; ad Hogam Everelesner & sic usq; Wytychynelburgh & inde usq; La Gombelich & sic in longum ejusdem usq; ad Viam que ducit de Schele versus

M

Eventyghescroch

Evertlyghesbroch & sic usq; Lokedenesburgh & sic usq; Viam a Parte occidentalis de Thorleden & sic directe usq; Hayladesburgh & sic usq; Koaveneburgh & sic descendendo usq; ad Haiam que est divisa int^r Croftam With de Buttershorn & stream Willi Gules & sic usq; Markingslak juxta La Hyde & inde usq; La Greneslad de Buricunbe & sic usq; ad Aquam de Lymford & sic usq; Wyckesnellad & sic usq; Rodeneslained & sic descendendo usq; Dockenswater & sic usq; eandem Dockenswater usq; La Markingslak & inde usq; Wythladeslak & inde usq; Merkyngbregb supra Goringgesdon & inde directe usq; La Ports in Merkynggeslade & inde usq; Derlygh & sic usq; Cellareslled & inde usq; Alleynewell & sic usq; Gofele & inde usq; Byfaorth & inde ascendendo usq; Rivulum usq; ad Curiam Robi Ervys & sic usq; mediam Curiam & Gardinum ejusdem exiendo in Viam regiam que ducit int^r Frythham & Fordynggebrigg & sic usq; Botine & inde usq; ad La Heitha & sic usq; la Hull & inde usq; Geylefwell & inde sicut Rivulus descendit in Aquam que vocatur Avenen & sic semper usq; Aquam de Avene usq; Muleron & sic ascendendo usq; Fossiatum Canonicor^u de Bromere usq; ad Haiam de la Hale & inde ascendendo usq; eandem Haiam usq; ad Caput de Suchhull & sic usq; Iter Regis usq; ad Medewonsford & inde versus Boriam usq; Wollemeslak usq; Wolnedeneslad que ascendit in Markewey & sic usq; Markewey usq; Goreslhead & inde semper usq; Iter Regis usq; Tytebrok. Et dicunt Jurati q^d p^{re}ter m^{en}se & Bunde ante tempus Coronac^ois H^{is} Regis pavi Dⁿⁱ Regis nunc, totam novam Forestam includere solebant—Et Dicunt q^d D^{ns} Rex nullum d^{ist}icum Boscum h^{ab}et extra eandem metas d^{ic}t^e Forest^e adjacentem—Et Dicunt q^d omnes Bosci t^{er}re & Loca extra p^{re}dictas metas & Bundas p^{re}dict^e Forest^e app^{re}ciata, que usq; illam p^{re}ambulatocem deaforestantur, app^{re}ciata fuerunt Forest^e post tempus Coronac^ois H^{is} Regis pavi Dⁿⁱ Regis nunc sed quid & quantum temporib^{us} cujuscunq; Regis separatim nullo modo eis constare potest.

This is a true Copy of the Record in the Tower of London, having been examined.

(Signed) ROBERT LEMON,
Chief Clerk

N° 4.

PERAMBULATION of New Forest, in the 22d Year of King Charles II.—from the Chapter House, Westminster.

Inter Recorda in Thesaurario Curie Receptis Scaccarii adſervata, viz. in Bundell iodeſat.
N° II Perambulo Nova Foresta in Cōm. Southton A° xxiij Rī Cā. Scōi
continetur ut ſequitur.

m 3.

Nova Foresta } ſc pſentaciones Regardator Forest pſt ad ſepales Articulos Forest delibet
in Com. Southton. } ad Cur dñi & vocat le Swanmote traſ apud Lyndhurſt xxvij die Junii
Anno Regni dñi nſ Cā ſoli nunc Rī Angl &° xxiij
Perambulo Forest pſt facta p foreſtarios & Regardatores foreſt pſt in pſentia Wiſſi
Powlett aſ ſeneſchali & Roſti Dillington Barr & Philippi Leigh aſ viri-
darios foreſt pſiſt.

INCIPIT pambulacio foreſt pſt apud Melton bridge & abinde pgit p fluviū Avon ad fluviū qui
in ligneo Canali ex tranſverſo fluviū Avon pſiſt tranſmitit ubi incipit floſtatū quod antiqui-
tas terras canoni—pſt de Bromore ibi terminavit & nunc eſt diviſio inter parſons Hale & Were-
mead & campos alios & p cellā floſtatū quouſq; ventū eſt ad principiū ſepis de Hale comitū vocat
Hale hedge & p eand ſepem requieſcat --- Barneſarne a manu dextra reſta p Helecloſe uſq;
ad quendam angulū vocat Helecorner & ab inde p eand ſepem ad aliū angulū vocat Welecloſe
Corner & ab inde p viam publicā ducent viſus foreſt uſq; Mellesford ſea Meaſford ubi poſt ſi
aponi curator & ab inde aquilonem viſus in longitudinē cujuſdam vallicule vocat Wolmere bot-
tome uſq; Wolmere poſt & ab inde ad dunum in comuni viā de Markeway creſcent vocat Wyn-
nyateſbult & ab inde aſcendendo p le Markeway uſq; Tittiebrooke & ab inde ad Churchſele
& ab inde ad viam equeſtrem vocat Holloway & ab inde directē ad Hoerwithey in cujus nunc diruti
loco poſtis --- ſtat humo & floſta terra Rtel Compton & Egdii Ayres diſtinguit
& ab inde ad Hedgeford ab Hedgefeld & p ſepem inde ad veterem tranſitū vocat Blindlane & in
longitudinē tranſitus illuſ decet juxta boreā larus eccleſie de Bramſhire in viā laſione que ab
inde extenditur viſus platford & p hanc viam ad ponticulum vocat le bridge & abinde in linea
directa ex tranſverſo camperū incluſa ad vadū de Burnford & abinde p rivulum ad Brooke-
bridge, & abinde p eund rivulum ad Buchford pime adject ſilve vocat Buchenwood & abinde
p eund rivulū ad Shavewater & aſcendendo p illū rivulū ad Whitenford & abinde ad Cadnoo-
bridge pgitendo p eund rivulū uſq; ad Markeford & abinde ad Horemore & abinde qua viā
Comunis a manu dextra deſcendit ad quendam quercū vocat Markeoke & abinde ad angulū
cujusdam ſepis medie inter foreſt & quendam campū vocat Cirkins & abinde in longitudinē ejus-
dem ſepis & floſte ſubjacent direct ad poſtem limitaneum in medio comuniſ viē erectū & abinde ad
fluviolū vocat le bourne qui ſerpit ex tranſverſo ejusdem viē & p fluviolū illū uſque quo venit ad
finem ſoſſam quod mediū eſt inter manſionē de Biſten Barley & ſitatem Guardiani de Winton &
abinde directē p longitudinē cujuſdam ſepis i Goomeſcoener ad Pridhays Corner & abinde ex tranſ-
verſo viditū juxta Naſthurſt ad Otterſlane ab Coſlane & abinde in longitudinē de Otterſlane
& abinde directē includendo Halſepenny hurſt infra floſtā p viā ad vadū in vallicula ibi ex
oppoſit angulū vocat Buſkers Corner & ab inde ad quercū limitaneū ſenio fere conſumptū &
abinde ad Pottersford & abinde ad latuſ occidentat de ſleſwood ab ſlethwood & abinde p viam
ad poſtem limitaneū in loco ſagi antiquiſ vocat Diked beech inſerit & abinde p viā que p
ſilvas ſe extendit ad floſatū vocat Langeley ditch & abinde p viam regalem juxta locum vocat
John de Farringdon's Cloſe nunc vaſto ſed quod antiquaſ clauſurā veſtigia adhuc exhibet
& abinde p viam a manu leva deſcendentem ad quadrangulā terſ portionem vocat Riding foreſters
booth & abinde direct ad angulū de Ipſley Croſt ab Ipſers Corner quo in loco poſtis limitaneus
conſpicit & abinde p viam ducent trans magnum viride ad Summitatem collis vocat Applemore
hill & abinde p viam antiquam nunc penitus dereliſt ad cacumen altiuſ collis vocat Horeſhore
hill antiquiſ Strayhup & abinde directē p veterem ripam ad angulū cujuſ vici vocat Buſſiſlane
& abinde p vicū illū ultra Buſſiſlane ferme uſq; clauſū vocat Carbons Cloſe & p occidentalem ſe-
pem ejusdem clauſi uſq; ad fraxinū creſcent media inter utramque extremitatem ſepis pſt & abinde
ex tranſverſo p mediū clauſi pſt ad angulū ſepis creſcentis ex orientat pte clauſi pſt & abinde p
ſepem pſt ad fontem ubi incipit eraguſ floſtatū & illud floſtatū ad Buchbridge & abinde ſequenſ
fluviū p Walmore uſq; ad mare & ab inde p mare ad Mell lane lake & abinde aſcendendo p rivu-
lū ad Shrep Walthord & ab inde ad angulū de ſerneyhill ground direct trans valliculā cavam ad
magnuſ floſtatū quod excludit Cadlancon & abinde ad veterem fontem vocat marked Well adja-
cent viē regie que ducit de Fawley ad Southton & abinde p eandem viam viſus Fawley ad Cadlan
pound uſq; ad finem viculi nunc occluſ prudēt vocat floſters lane & abinde p ſepem que dividit terras

de Shablans de terris de Whitelands ad vicum qui ducit in communis de flawley & abinde p
 australi occidentali sepem communie illius quousq; ad -- extremu' angulu' ejusdem sepi veniunt a
 directe pgentibus & abinde p vicum ripam & flouat' ad angulu' vocat' pfecta' crofti corer & p
 sepem ibm ad p eadem sepem & flouat' ad silva vocat' Newman's Wood & p angulu' silve illius
 sequendo sepem illam & duplex flouat' ad Newlands Corner & p eandem sepem ad Horslands &
 abinde p flouat' aridu' quod includit quandam Silvā nunc vallatā vocat' Langley Wood ad occi-
 dentali latus cujusdam campi quadrangulā' sepibus inclus' & p sepem ejusd' campi coniu' usq; ad
 vicu' vocat' flouat' lane & pendo in longitudinā' illius vicu' ad Ironmellhill & abinde ad Whitefield
 lane & abinde ad Hoe lane & abinde direct' ad marefcu' vocat' Darkwater ex opposito anguli prati
 vocat' leape Meadow & abinde p extremitatem mariscu' pti usq; ad mare & abinde conti' p mare
 ad postem limitat' de Sharpicks & abinde ad flouat' vocat' Deerfitch & de boreat' pte flouat'
 pti ad viam regiam adiacent' domui vocat' Pilewell house ubi postis limitaneo inferi debet & ab
 occidentali pte domus pti ad vicu' vocat' Shortlane & ab inde p quoddam flouat' usq; ad Pra-
 stle & ab inde p flouat' de lockland ubi postis de novo erecti limes est usq; ad vicum vocat' po-
 lane nomen postis ibm direct' mariscum & abinde ab occidentali pte vicu' illius ad quandā fodinā
 vocat' le Claypiits & ab inde ad aliam fodinam vocat' le Gravell pits & ab inde p idem flouat'
 vocat' Deerfitch ex transvālo -- -- vie regie que ducit de Walthampt' ad Beawley usq; ad vicu'
 vocat' Townlane & in longitudinā' vicu' illi usq; ad australi latus domus ad vicagagi de Bolre spehan
 & ab inde p flouat' hill lane ad portum de Lunnington als Balderwater & trans pti ad vicu' vocat'
 Deertane & in longitudinā' vicu' illius ex transvālo vie regie quo ducit de Lunnington ad pontem de
 Bolder & abinde p viculu' quendu' ad collem qui vocat' Gallyhill & abinde p viam ducent' de Li-
 mington flouat' de Batramley & p idem flouat' p vicu' adjungit' Septentrional orienti angul'
 cujusd' silve vocat' Tuckington Coppice, & ab inde p parvu' vicu' juxta Silvā illi quousq; p
 flouat' de Batramley pti veniunt ad Newcroft corner als Newlands & eund' flouat' flouat' illud
 vergit trans Scotis Comon a pte occidentali usq; ad postem vocat' Huckbridge als Breggebuch &
 abinde ascendendo p rivulu' ad duplex flouat' vergens. ad Septentrōn de clāss vocat' East Street
 Close, ad viā regis ducent' de Batramley ad Sway & p idem duplex flouat' ad angulu' vocat',
 East Street Corner als Coke corner & abinde p idem duplex flouat' ppendendo p boreat' latus de
 Retrofreture als fleignere pond & p juxta januam de North Sway & p sepem de North
 Croft usq; ad Stamford & abinde ascendendo p rivum ad extremitatem ville de Stamford
 & abinde trans valiculum vocat' Bolla dehortome ad postem limitaneu' & abinde ad Birdpond &
 abinde directe ad Kilegutter & p illā gutturā ad Moxhole ex occidentali later' cujusd' magni
 flouat' vocat' Whitelitch & abinde descendend' p idem flouat' ad fluviu' & p eund' fluvio ad
 Boundwayford als Carpenterford et abinde p Boundway ad quercu' vocat' bound Oake &
 abinde ad locum vocat' Elcombe grave post limitaneo insignit' & abinde p viā usq; ad viā
 regalem ducent' de fluvio Avon ad Milton & abinde de poste limitaneo occidentem vltus ad
 Browescroft als flouat' & trans Croft illi p flouat' juxta viam regiam & abinde p flouat'
 quod legat collem de Osmondley afforent' antiqui vocat' Crowchford croft als Crowdercroft
 & abinde p viam de Wistenden & abinde p viā ad Marbrade Deep als Buryptere & ab inde p
 sepem de le East clost ad locum ubi incipit Rowditch & abinde ad Blackditch ubi Postis
 limitat' cernitur & abinde p viam regiam Haythornelade & p eand' ad Dorell den & ab inde
 ascendendo ad Everley Croft & abinde ad Whitelimeborough & abinde ad finem septentrional'
 orientali flouat' vocat' Lackams ditch & in longitudinā' flouat' illius ex transvālo vie que ducit de
 Sherley ad Everley Croft & abinde ad Brickenborough qui locus alter postem limitat'
 sustinet & abinde ad postem limitat' de Lugdenborough als Boxberry & abinde direct' ad
 Alliborough als Brownleafborough & abinde directe ex transvālo vie ducent' de Burley
 Beacops trans Greene inport ad Knaveborough & ab inde descendendo ad sepem inter terras Ricci
 Compton & tra gardiā hujus flouat' p tempore existens & abinde ad Greene thade de
 Horcombe als Bircombe & abinde ad aquam de Linsford & abinde p sepem ad Highwood-
 bars als Oviata barres ubi positus est postis limitat' & abinde ad Wickenstake juxta caput
 mariscu' vocat' Little Whitemore postis limitat' alteram sedem & abinde descendend' p valiculā
 vocat' Redgenbottom ad Illbridge sup aquā vocat' Dockenwater & abinde ad Marknborough
 sup Gortelodwae als Gortleyhill & sic ex transvālo loci vocat' Gosly hill ad flordinas anglice the
 pits & abinde ad Charlesford als Colliersford & abinde ad Abbot's Well & p valiculā vocat'
 Gortley bottom ad Blesford als Bisford & abinde ascendendo p eundem Rivulu' ad Curtlagill
 antiquitus cujusd' Robti Ernes nunc Bulkley & p mediū Curtlagill ejusd' & Gardiā
 adiacent' usq; ad viam regiam nunc temporis occlus' que ducere solebat later' Iritnam & flording-
 hridge & abinde ad le bent & abinde ad Gilewell & abinde puc aqua descendit ad fluviu' de
 Avon & abinde ascendendo p eund' fluvio usq; ad pontem de Milton als Milton ubi pambolatio
 flouat' pti incipit.

N^o 5.

ABSTRACT of an Act for the Increase and Preservation of Timber in the New Forest, in the County of Southampton, 9th and 10th William III. Chap. 36.

THE Act recites, That the Woods and Timber, not only in the said New Forest, but in this Kingdom in general, had, of late Years, been much wasted and impaired; and that the said Forest, that might be of great Use and Convenience for Supply of His Majesty's Royal Navy, was in Danger of being destroyed, if some speedy Course were not taken to restore and preserve the Growth of Timber there;

And then enacts, That Two thousand Acres, Part of the Waste Lands of the said New Forest, should be inclosed and kept in Severalty for the Growth and Preservation of Timber for Supply of His Majesty's Navy Royal; and that it should be lawful for His Majesty, His Heirs and Successors, to inclose, sever, and improve, within and out of the Waste Lands of the said New Forest (the Whole containing by Estimation 25,454 Acres) the full Quantity of Two thousand Acres Sixteen Measure, to be set out by virtue of His Majesty's Commission, to be directed to Six or more such Persons as His Majesty should think fit (whereof Two which should execute such Commission to be Justices of the Peace for the said County of Southampton, not being Officers of the said Forest) out of such Parts and Places in the said Forest as should be found or esteemed by the said Commissioners, or any Three or more of them, to be most convenient to be inclosed, and to be most apt and meet to produce Wood and Timber, for the future Benefit of the Kingdom, and might be best spared from the Commoners and Highways of the County, which said Inclosure of Two thousand Acres should be made in Manner following, that is to say, One thousand of the said Acres should be forthwith admeasured by a sworn Surveyor, and set out and inclosed, butted, and bounded, and the Quantities, Butts, and Boundaries thereof returned into His Majesty's Court of Exchequer, there to remain of Record for ever, and the remaining One thousand Acres from and immediately after the Determination of the first Session of Parliament, which should be held after the Year of our Lord 1699, should be in like Manner admeasured by a sworn Surveyor, and set out and inclosed, butted, and bounded, and the Quantities, Butts, and Boundaries thereof returned into the said Court of Exchequer, there to remain of Record; and also that it shall be lawful in like Manner to inclose Two hundred Acres more of the Waste in the said Forest Yearly, for the Space of Twenty Years from the Time that the several Inclosures of the said Two thousand Acres should be made and completed; and the said Inclosures so set out and made as aforesaid to remain in Severalty in the actual Possession of the Crown for ever, freed and discharged of and from all Manner of Right, Tide, and Pretence whatsoever, according to the Purport and Intent of the said Act, and to be called, made, and kept as a Nursery for Wood and Timber only.

For making the said Inclosures, it is further Enacted, That the said Commissioners, or any Six of them, with the Assistance of One of the Purveyors of His Majesty's Navy, should set out so many decayed Trees (not being Ship Timber) as should be necessary to make the said Inclosure.

And it further enacts, That at all Times thereafter, whensoever the Lords Commissioners of the Treasury, Lord Treasurer of England, or Chancellor of the Exchequer for the Time being, shall be satisfied, and shall determine that the Woods and Trees which shall be growing on the said Two thousand Acres, or any Part thereof, within the Inclosures which shall afterwards be made as aforesaid, are become past Danger of browsing of Deer, Cattle, or other Prejudice, and shall think fit to lay the same, or any Part thereof, open and in common, and shall cause the same so to be done, then and so often it shall be lawful for His Majesty, His Heirs and Successors, from Time to Time to inclose out of the said Forest, in lieu of so much as shall be so laid open of the said Two thousand Acres, or of the said Number of Acres authorized to be inclosed, the like Quantity out of any other Part of the Residue of the said Wastes, to be set out and made in like Manner, and by like Commission and Admeasurement, and to be holden inclosed, freed and discharged of and from all Manner of Common Herbage and Pannage, or other Rights, for so long Time as the same shall remain and continue inclosed, according to the Direction, Purport, and Intent of the said Act, to be a Nursery for Timber as aforesaid, instead of so much as shall be laid open as aforesaid.

And that whensoever any Wood or Timber shall at any Time be directed to be felled in any Part of the said Forest, Two or more of the Verderors and Four or more of the Regarders, shall have Notice thereof, and the same shall be first viewed and allowed to be felled by a Commissioner or Officer of His Majesty's Navy, and shall not be cut or felled until such View and Allowance; nor shall any Coppice Woods thereafter to be raised be cut or drawn until the Surveyor of the Woods for the Time being, or such Officer or Purveyor of the Navy, shall have marked with a Broad Arrow and Crown so many and such Trees as are fit to be reserved and kept standing for Timber upon every Acre intended to be cut or drawn; and shall also certify

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Acres Arre, Part of the New Forest in Hampshire, to be inclosed for the Growth of Timber, &c.

and set out by Commissioners, &c.

Inclosures how to be made.

Quantities, Butts, and Bounds to be returned into the Exchequer.

Two Acres more to be inclosed yearly for 20 Years, &c.

and to remain in Possession of the Crown for ever, as a Nursery for Wood only.

Decayed Trees to be set out for making the Inclosures.

Whensoever the Woods growing in the said Inclosures are past Danger of browsing of Deer, &c. so that the same may be laid open, King may inclose the like Quantity of Acres for so much laid open, &c. from any all Manner of Common, &c.

Wood not to be felled without Allowance, &c.

Nor Coppice Woods cut, &c.

unto

unto the Lord High Treasurer or Commissioners of the Treasury, the Names of the Places and the Number of the Trees so viewed and allowed to be felled, and so marked to be preserved for the Use of the Navy; and if any Person shall at any Time either fell or cut down any Wood or Trees upon the Premises before such View and Allowance as aforesaid, or shall after cut down any of the said marked Trees, without good Warrant for the same, such Person shall, for every Tree so felled, forfeit the Sum of Fifty Pounds; One Moiety to His Majesty, and the other to him or them that will inform and sue for the same.

Penalty.

Inclosedures not to be ploughed or sowed, &c.

The said Inclosures shall not be ploughed or sowed with any Corn, or fed with any Cattle, or be kept for Underwood, but in such Manner only as shall be fit for the raising and preserving of Timber for the Use of the Navy.

Penalty as Forester, Keeper, &c. for felling or leaving any Oak or Birch Tree in the Forest.

For further Preservation of the Timber growing or to grow in the said Forest, it is Enacted, That if any Forester, Keeper, or Under Keeper, or other Officer, or any Person by their Order, Direction, or Procurement, or any other Person whatsoever, shall top, lop, or browse any Tree of Oak or Birch in the said Forest, such Officer, Keeper, or Under Keeper for every such Offence shall forfeit Ten Pounds, and be utterly incapable of being a Keeper, Under Keeper, or Officer, in any Forest, Chase, or Park, belonging to His Majesty.

Charcoal not to be made in the Forest within 2000 Paces of any Inclosure, &c.

No Collier shall presume to make, or any Keepers or Under Keepers suffer any Coal Hearths or Coal Fires for making Charcoal, within the said Forest, to be made (as hath of late been practised contrary to Law) except in the Waste Ground of the said Forest, to be then appointed by One or more of the Verderers, and Two or more of the Regarders, and the Surveyor or Woodward, and not within One thousand Paces of any Inclosure to be made by the said Act; nor shall any of the said Coal Hearths or Coal Fires be fenced with Buzhes, but with Heath or Furze only, but every Collier making such Coal Hearths or Coal Fires, and every Forester and Under Keeper, or other Officer, permitting the same to be made within the said Forest, to forfeit for every Offence One hundred Pounds.

Coal Hearths to be fenced with Heath, &c.

Penalty.

Penalty for not making Drifts in the Forest.

And the said Under Keepers or Foresters respectively shall forfeit Twenty Pounds for every Neglect in not making the Drifts of the said Forest (for preventing Surcharges and uncommodious Cattle) as directed by the Statute made in the Two-and-Thirtieth Year of the Reign of King Henry the Eighth, in that Behalf.

Persons breaking down any of the Inclosures, &c. may be seized.

And, for the more effectual raising Wood and Timber in the said Forest, and preserving the Covert in the same, it is Enacted, That every Person who shall break down any of the Inclosures to be made for raising Nurseries of Wood and Timber as aforesaid (which Inclosures are intended and shall be kept up and carefully maintained and preserved for the Space of Twenty Years at least, from the respective Times of making the same) or shall burn Heath or Fern, or destroy any of the Covert, or steal any of the Wood of the said Forest, shall, at the next Attachment or Swainmore Court to be held for the said Forest, be presented for the same; and upon Proof made thereof, the Verderers of the said Forest, or any Two or more of them, shall have Power to fine any Person for every such Offence, not exceeding Five Pounds, and to commit the Party to the next Common Gaol for Three Months, or until Payment of the Sum set as aforesaid, which Fines shall be received by the High or Under Seward of the said Forest, One Moiety whereof to be to the Informer, and the other Moiety to be accounted for by the said High or Under Seward, as His Majesty shall think fit.

and committed to Gaol, &c.

Provided.

Provided that every Person which shall be punished for any the said Offences in the Manner specially directed in this Act, shall not be prosecuted nor incur the Penalty of any other Law or Statute for the same Offence.

This Act not to alter the Forest Laws, &c.

This Act not to extend or be construed to extend to the taking away or altering the Forest Laws (except as before-mentioned) but that the said Forest, and every Part thereof, shall be subject to and under the Laws of the Forests, as if this Act had never been made.

Right of Common of Pasture, &c. in the said Forest prohibited.

Provided that all Persons having any Right of Common of Pasture or Pannage, or any Privileges within the said Forest, shall hold and enjoy the same in Manner following, that is to say, their said Right of Pannage (viz.) between the Fourteenth Day of September and the Eleventh Day of November Yearly, from and after the Feast of Saint Michael the Archangel, which should be in the Year 1716, and not before, on Forfeiture of any Hog, Pig, or Swine, that from the Feast of Saint Michael the Archangel then next, and before the Time aforesaid, should be found in the Wailes of the said Forest; and their said Right of Common of Pasture shall be and is thereby continued to them in and through such of the said Waste Ground of the said Forest at such Time and Times as the same shall not be inclosed as aforesaid, the Time of the Fence Month (that is to say) Fifteen Days before and Fifteen Days after the Feast of Saint John the Baptist Yearly, and the Time of the Winner Haining (that is to say) from the 1st Day of November to the 23^d of April Yearly, excepted, under and subject to the Forest Laws.

After Michaelmas 1716, and not before, Right of Common of Pasture continued in the Waste Ground.

Times excepted.

Saving

Saving also unto the several adjacent Inhabitants their ancient Right of Fuel, provided that such Inhabitants do not sell or otherwise dispose of any Part thereof, nor that any Person or Persons presume to receive or take the same in other Manner than they ought, nor by Reason of any Claim or Preience of Right that was not allowed according to the Laws of the Forest before the 27th Year of the Reigne of Queen Elizabeth.

Saving Right of Fuel to adjacent Inhabitants, provided they do not sell the same.

To the End the said Forest and Premises may be perpetually enlarged and preserved in the Crown for public Use, and not be granted to any private Use or Benefit, it is Enacted, That in case any Person or Persons whatsoever shall presume to take, or shall obtain any Gift, Grant, Estate, or Interest of or in the said Inclosures or Wastes, or any Woods or Trees growing thereon, every such Gift, Grant, Estate, or Interest, shall ipso facto be null and void, and the Person or Persons so taking or obtaining the same shall be utterly disabled and incapable to have, hold, or enjoy any such Gift, Grant, Estate, or Interest, and shall also forfeit Treble the Value of any such Gift or Grant to him or them which shall first sue for the same, and shall also be incapable of holding or enjoying any Office or Employment whatsoever.

Grant of any the said Inclosures, &c. void.

When any Sale of Wood shall be ordered to be made within the said Forest, public Notice thereof shall be given by the proper Officers of the Forest, in all the adjacent Market Towns Three Weeks at least before such Sale, of the Time and Place where such Sales shall be made; and that the Officers who are usually in that Case entrusted, do set a Valuation before the Day of Sale of the Wood to be sold, of which Valuation to be made, Notice shall be given to Two or more of the Vendors of the said Forest, and the Person or Persons who at the Time and Place aforesaid shall offer most Money for the Parcel of Wood then to be sold, over and above what the same was valued at, making his Proposal in Writing, and giving good Security for Payment of the said Money, shall be the Purchaser.

Notice to be given when any Sale of Wood shall be made in the Forest, &c. Officers to value the Wood before Sale. Best Bidder to be the Purchaser.

No Officer to take any Fee, Ponnage, Gravity, or Reward, for the selling of any Trees to be cut down for the Inclosures to be made by virtue of this Act, or for or upon the Sale of the Residue or Remainder of such Trees as shall be cut down for the Purposes aforesaid, if any such there be, or for the Sale of the Lops, Tops, or Roots of the said Trees.

No Fee, &c. to be taken for selling of Trees, &c.

And if any Officer whatsoever shall offend in cutting down and disposing of any Trees contrary to the Intent of this Act, such Officer shall, for such his Offence, forfeit his Office.

Penalty on Officer offending.

N° 6.

COPY of Decree of the Court of Exchequer, Anno 26 Eliz.

Ad huc de Termino SÆ Tricenis, Anno 26^o Regiæ Eliz. 19^o Die Junii.

South. **W**HEREAS there hath heretofore bene divers Suites contended in this Court by the General Surveyor of the Queenes Ma^{ties} Woods on the Southside Trent, against sundrie thee Kepps, Raungers, and Forresters of her Ma^{ties} Forest, called the Newe Forest, in the Countie of South. as well for Windfall Wood, as for other great Quantitie of Wood and Trees fallen and taken by them, under Colloure of Fees incident to their several Offices, w^{ch} Wood so taken by them must needs teede to the utter Destruction of the Woodes in the same Forest, if speedie Remedye bee not therein provided: And forasmuche as it appeareth unto this Court that they have no sufficient Manner in Lawe to prove their Claymes to bee good, but only as usurped Custome as it shoulde seme of latee Yeares begun, y^e is not thought meete to allowe their said Claymes, but to relieve them for the Tyme to come in souche other Manner as is hereafter mentioned: And also whereas heretofore there hath bene One Pecece of the Corson and Waste Grounds of the said Forest, containinge by Estimatiō Four hundred Acres, inclosed by a Composition under certayne Covenants, for the bringinge to Perfection the makkeage of good and perfect Salt Peter, by a certayne Day prefixed in the same Composition, w^{ch} Day is already past longe sithe, and yet the said Worke not brought to Perfection: It is thereupon, by the Advyse, and upon the Certificate of John Taverner, Gent. Generall Surveyor of the said Woodes, the 19th of June, in the 26th Yere of the Raigne of our Sovereigne Ladie Elizabeth, by the Grace of God Queene of England, Fraunce, and Irelande, Defendor of the Faith, &c. Ordered and Decreed by the Lord Treasurer, Chanceller, and Barron of this Court of the Exchequer, in Manner and Forme followinge, that is to say, that the said Inclosure heretofore taken in for the makkeage of Salt Peter shall be layde open agayne unto the Corson by the Lord Warden of the said Forest, w^{ch} the Assistance of Two or Three Justices of Peace next adjoininge, before the First Day of August next cominge. Also that whereas the said Lord Warden dothe require and clayme to have Allowance of sufficient Fuel for himselfe Yeerly, to bee taken within the said

faid Forreſt; It is ordered, That the ſaid Lord Warden ſhall have for his ſaid Foell Fyſſie Loades of Wood Yeerly, to bee taken in the ſaid Forreſt of thee Loppes of ſouch Trees as have heretofore bene lopped, to bee delivered by her Ma^{ty} Woodward of thee ſaid Forreſt, and to bee ſpent by thee ſaid Lord Warden in thee ſame Forreſt, and not elſewhere. Alſo whereas the ſaid Lord Warden requirith to have towards the building of thee Lodge wthin thee Parke called the Newe Parke, in the ſame Forreſt, all thoſe Trees ſtandinge in thee Oulde Parke there, which were ſoulede by the late Earle of Arundell unto Sir Edward Horſey, Knight, deceaſed, howbeit ſuffered to ſtande to ſarve thee Salt Peterman, if he coulde brought his Worke to Perfection; It is lykewiſe ordered, That there ſhall bee a Viewe taken of the ſaid Trees by thee ſaid John Taverner, Surveyor, and upon Certificate made into this Court, of w^{ch} Viewe the ſaid Lord Warden to have ſo many of them as ſhall bee neceſſarie for thee repayreing and buildinge of the ſaid Lodge. Alſo whereas the ſaid Lord Warden dothe require that thee Keepers may have for their Fees the Wyndfall Wood, Rooterfall Trees, and Inbowes, w^{ch} he ſuppoſeth hath bene of ancient Tyme belonginge to their Offices, for that they do not take any Broſewood, and that their Wagges is but 26^s 8^d Yeerly for each of them, and alſo for that Two of thee Manners are taken from the Lord Warden of thee ſaid Forreſt, w^{ch} were in Tyme paſt allowed to the ſaid Lord Warden towards thee Mayntenance of thee Keepers there, and alſo that thee Keepers may bee diſcharged of all Informations againſt them, for Wyndfall Wood and Rooterfall Trees heretofore taken in Right of their Offices, as the ſaid Lord Warden ſuppoſeth. It is lykewiſe ordered, That the ſaid Keepers ſhall have each of them in his ſeveral Walke only ſouch Wyndfall Trees and Boughes where no Part of thee Rooter is turned upp, and Inbowes alſo onely ſo muche thereof as thee Bees doo light on, and thee Hony that ſhall bee founde in thee Tree, but not to cut any mayoe Bowe or Tree ſelfe by Coloure thereof. And alſo for that thee Alteracion of Tymes hath bene ſouch that thee ſaide Keepers cannot nowe ſo well mayntayne themſelves of their Wagges, beinge but 26^s 8^d thee Yeere a Pece, of thee nowe current Money; It is therefore further ordered, That thee ſaid Keepers ſhall have Yeerly, over and above their Wagges paid them by thee ſaid Lord Warden, 26^s 8^d a Pece more for each of them Yeerly, to be paid out of thee Wood Sales. And alſo whereas thee ſaid Lord Warden dothe require that thee Two Rangers and the Rydinge Foſter may have every of them 9 Loades of Wood in every Baylywicke, as he ſuppoſeth of oulde and accuſtomed Tyme they have uſed to take; It is lykewiſe ordered, Thee ſoreſaid two Rangers ſhall have from henceforth towards thee better Suttentacion, and in Liewe of thee ſaide Wood ſo claymed by them, 4th a Pece Yeerly, to bee payde out of thee Woodſales to bee made of thee Queen's Woodes w^{ch} bee or ſhall bee growinge within thee ſaid Forreſt, by thee Handes of thee Officer or Officers that ſhall make thee Sales from Tyme to Tyme. And lykewiſe the Rydinge Foſter for thee Relpets aforeſaide, and for that alſo his Travayle is greater then thee others, ſhall have Fyve Poundes by Yeere lykewiſe paid hym out of thee ſaid Woodſales. And alſo whereas thee ſaide Lord Warden doth require that thee ſoreſaide Keepers, beinge Nyne in Number, may have their reaſonable Fuell, to bee ſpent in their Lodges within thee ſaid Forreſt; It is lykewiſe ordered, That every of thee ſaide Keepers ſhall bee allowed Twelve Loades of Wood Yeerly, to bee ſpent onely in their Lodges, and to be delivered unto them by thee Queen's Woodward of thee ſaid Forreſt, out of her Heighnes Woodes there. And alſo whereas the ſaide Lord Warden dothe require that there may be ſufficient Poundes made of cleſte and ſawne Tymber, for Dryfts of Caſtell and Hogges in thee ſame Forreſt, for thee avoydinge of thee great Spoyle of Tymber that heretofore thee bene made, in makinge of Poundes of whole Trees in every Walk; It is lykewiſe ordered, That there ſhall bee ſufficient Poundes made for thee Purpoſes aforeſaide, in Manner and Forme aforeſaide, that is to ſay, of cleſte or ſawne Tymber, and nott otherwiſe. And alſo whereas thee ſaide Lord Warden dothe require that Order maye be taken that all thoſe that doe or ſhall dwell in newe builded and erected Cottages within thee ſaide Forreſt, may bee reſtrayned from takinge of Wood in the ſaid Forreſt, to bee ſpent in thoſe Cottages or any of them; It is ordered, That no Inhabitores of any Houſes newlye buyne, ſyhe thee Begynninge of thee Queen's Majesties Reigne that nowe is, ſhall bee allowede any Wood in thee ſame Forreſt, to bee ſpent in any ſouche buylde Houſe.

N^o 7.

The EXAMINATION of Richard Nightingale, Houſekeeper of the King's Houſe at Lyndhurſt (but commonly called Lord Warden's Steward) and alſo One of thee Regarders of thee New Forreſt; taken on Oath, the 23d Day of November 1733.

THIS Examinant is Houſe Keeper of the King's Houſe at Lyndhurſt, or Steward to the Lord Warden; his Salary is Seventy Poundes per Annum, and in the Abſence of the Lord Warden he hath the Uſe of Two ſmall Fields containing about Five Acres, and a Garden, w^{ch} together about Ten Poundes per Annum, and of about Thirty Acres of Land at Iron's Hill Lodge in the Abſence of Prince William Henry, the Maſter Keeper, and during his Pleaſure, worth about Fifteen Poundes per Annum clear. He attends the aſſigning and delivering of the Navy Timber

under the Lord Warden's Contract, and the Sales of the Logs, Tops, and Bark, and the Calf Timber refused by the Purveyor, which are previously valued by the Regarders, and he accounts for the same to Colonel Heywood, Deputy to the Lord Warden. He also collects the Quit Rents and Forest Rents due to the Lord Warden, and takes charge of Cattle and Swine unchallenged at the general Drifts of the Forest; which, if not owned within Three Days after driving, are estrayed in the Presence of Two Tenants of the Manor of Lyndhurst, and turned into New Park. If they are afterwards owned he receives One Shilling and Six Pence a Head on releasing them, but if they remain there a Year unowned, they become the Property of the Lord Warden; but no Instance of this Sort has happened since he has been Steward. He also receives the Pannage Money for Swine turned into the Forest in Pannage Time. The Quit Rents in some Bailiwicks of the Forest are collected by the Keepers, who pay a stipulated Sum Annually out of what they collect for the Use of the Lord Warden, and are allowed to retain the Remainder for their own Use. The Amount of the Rents which should be received for the Lord Warden is £.96. 2. 3; but this Examinant has never been able to collect the whole of that Sum. The Sum yearly paid by him for the Use of the Lord Warden, pursuant to an Agreement with a former Steward, is £.86. 7. 5. and what he collects above that Sum he is allowed to retain for the Trouble of collecting them. The Profits of the Pannage belong to the Lord Warden, but this Examinant is allowed to retain them for his own Use. The Amount is very uncertain, depending entirely on the Season. In the Year 1785 he received £.2. 15. 6; in 1786, £.33. 0. 3½; in 1787, £.1. 10. 3½; and in 1788, £.17. 2. 3; the Average on those Four Years being £.13. 18. 1. All Warrants for killing Deer in the Forest are also sent to this Examinant, who directs them to the several Keepers, and he also pays all incidental Disbursements at the King's House, on the Lord Warden's Account.

This Examinant was chosen One of the Regarders of the New Forest in the Year 1779. There are in all Twelve Regarders, a certain Number of whom (generally Five or Six) attend the marking of all Trees to be felled in the Forest for any Purpose whatever, and none can be felled but such as are marked by the Purveyor of the Navy, which should be done in the Presence of Three Regarders at the least. The Regarders also attend on the Delivery of the Naval Timber to the Dock Officer, and the Sales of Logs and Tops of Navy Trees, and other Wood and Timber in the Forest; and this Examinant very frequently attends on such Occasions. The Regarders are not obliged to attend. They have no Salary, nor any other Emoluments, as Regarders, besides an ancient Allowance of Two Shillings and Six Pence per Day, for every Day on which they actually attend on any Business of the Forest; which Allowance is at any Time barely sufficient, and often insufficient to pay the Expence attending it, as the Regarders frequently ride Ten Miles from Home, and are out Seven or Eight Hours at a Time on Forest Business. The Purveyor of the Navy, the Deputy Surveyor General, and Deputy Woodward, are also Regarders of the Forest. There have been generally Two stated Falls of Navy Timber yearly, one under the Charge of the Lord Warden, the other under the Charge of the Surveyor General. All Extra Falls of Timber for the Navy, or for Sale, or Repairs of Lodges or Fences belonging to the Forest, are likewise under the Charge of the Surveyor General. The Deputy Surveyor usually attends on the marking of Timber in the Surveyor General's Charge, and the Deputy Woodward on assigning Fuel and Repair Timber for the Copyhold Tenants, and neither of them attend but very rarely on any other Occasions. The Navy Timber for the Lord Warden is marked by the Purveyor and this Examinant in the Presence of the Regarders. The Regarders, who attend on Forest Business with the Deputy Surveyor or Deputy Woodward, are paid by them respectively, and those who attend the Marking or Delivery of the Lord Warden's Timber are paid by this Examinant. If it happens that Timber is marked for the Lord Warden, the Surveyor General, and the Woodward, on the same Day, the Regarders are paid separately by each for such Days Attendance; and it has been customary for the Deputy Surveyor and Deputy Woodward to pay each other as Regarders for Business in their respective Departments, and for this Examinant to pay them both as such, whether they attend or not. The Fuel Wood is assigned by the Purveyor and Deputy Woodward, a certain Number of Loads yearly to each Claimant, according to the Fuel List, of which the Purveyor, Deputy Woodward, and most of the attending Regarders, have Copies. The Quantity is nearly the same every Year, never increased, but sometimes diminished, when a House falls and is not re-built. The Kind of Wood usually assigned is scrubbed Beech, unfit for the Navy. Many Persons use their Fuel Wood as Fuel; but a Custom prevails very generally of selling it, and converting it to other Uses. The best Parts are usually cut into Rails and Truck Wheels for the Use of the Coal Works at Newcastle, and Card Boards for dressing Wool, and are generally prepared for those Uses in the Forest, and the Logs and Tops made into Charcoal. Each Person either fells his own Fuel Wood or sells it standing. No Time is limited for taking it away, and much Mischief is frequently done in felling the Fuel Trees, and he believes willfully, in throwing down young Timber Trees, and Branches of Trees near them. He has twice convicted Persons of cutting Trees which had not been assigned to them, and he believes that great Quantities are taken more than are assigned, but it is not easy to detect them. When Timber is wanted for Repairs by the Copyhold Tenants, an Estimate of the Quantity required is made on the Oath of a Workman, and by the View of Two Tenants, and presented at the Court of the Manor, and the Steward then issues a Warrant to the Woodward for assigning the same: It is always assigned by the Purveyor and Deputy Woodward in the Presence of the Regarders, and after the Timber is felled, the Quantity is measured and delivered to the Tenants. The High Woodward has the Bark, and the Deputy Woodward the Logs and Tops, for their own Use. He cannot say with

Certainty how such Timber is disposed of, but believes that some Persons sell or exchange Part of it, and others sell the Whole, and afterwards apply for more, there being no proper Check against Abuses of this Nature. When any Buildings or Fences belonging to the Forest are directed to be repaired, the Work is done under the Direction of the Deputy Surveyor, without the Interference of any Forest Officer, other than for assigning Timber for that Purpose. It has not been usual, within his Remembrance, for the Regarders or other Officers to inspect the Works after they were executed, though he has heard it was done formerly, and that the Accounts were examined and attested by the Regarders before they were paid.

(Signed) RICH^d NIGHTINGALE.

N^o 8.

The ANSWER of Sir Harry Burrard, Bart. Riding Forester, and one of the Rangers of the New Forest, to the Precept of the Commissioners of the Land Revenue, dated 11 June 1787.

AS Riding Forester, I conceive it to be my Duty to attend and ride before His Majesty when he goes into the Forest, and to send all Warrants directed to me, for His Majesty's Use, to such Keepers as I think best able to serve them well; as Ranger, to drive the Purloins.

As Riding Forester, I am appointed by the King's Letters Patent, *durante bene placito*; as Ranger, by the Lord Wardens Warrant, during his Pleasure.

I receive no Rents, nor make any Disbursements by virtue of either of my Offices.

My Annual Salary as Riding Forester is £. 500, and amounts, next, to £. 424. 16s. paid at the Exchequer by Warrant from the Treasury. As Ranger under the Lord Warden, my Annual Salary is £. 4, paid by the Woodward, and £. 2. 13s. 4d. paid by the Lord Warden for what is called the Appointments.

I have no certain or casual Fees or Emoluments, except One For Buck Annually for each Office.

I do not occupy any Messuages or Tenements in the Forest.

To the Questions concerning the Timber and Wood, and the Deer, it is impossible for me to give any Information, as I never have had any Occasion or Opportunity to enquire into them, and never conceived it any Part of my Duty to do so.

I have Reason to believe that many Intrusions and Incroachments have been made, and do now exist in the Forest, but it is not in my Power to give a particular Account of them.

No Waste of any Timber has come to my Knowledge, and, I believe, does not often happen; but the Keepers of the several Walks usually prevent such Abuses at the Swanemote Courts.

(Signed) H. BURRARD.
July 4th, 1787.

N^o 9.

The ANSWER of Sir Philip Jennings Clerke, Bart. Bowbearer, and One of the Verderors of the New Forest, to the Precept of the Commissioners of the Land Revenue, dated the 11 Day of June 1787.

THE said Sir Philip Jennings Clerke holds the Offices of Verderor and Bowbearer. The Duty of the First is best expressed in Manwood's Laws; that of Bowbearer is to attend the King when in the Forest, with a Bow and Arrow. He was elected Verderor by the Freeholders of the County for Life, as he believes, and he was appointed Bowbearer by the Lord Warden

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Warden during Pleasure. The Verderers have no Salary; the Bowbearer's Salary is 40 s. a Year. As Verderer he is entitled to One Fee Buck and One Fee Doe Annually; but out of Compliment to the Lord Warden, the Verderers have taken the Buck only: As Bowbearer, he has also a Buck and a Doe. Formerly, it is said, the Verderers used to attend the Sales or Falls of Timber in the Forest; but they have not done so for many Years; he cannot, therefore, give a satisfactory Answer to the Enquiry concerning the Timber. The Incroachments are inconsiderable; but Reference may be had to the Records of the Verderers Court, in which all Presentments are entered that are made by the Under Keepers of the respective Walks. There is, no Doubt, some Waste committed, but less than in any other Forest; and he recommends that Inclosures be made, where the Soil is most proper for the Growth of Navy Timber, and that when made, the Fences be kept in Repair.

(Signed) PHILIP JENNINGS CLERKE.
15th June 1787.

N° 10.

The ANSWER of Charles Lord Cadogan, One of the Rangers of the New Forest, and Master Keeper of Ashley Walk, in the said Forest, to the Precept of the Commissioners of the Land Revenue; dated 18 June 1787.

THE Duty of Master Keeper, from long Usage, has been little or none, the Groom Keeper being always on the Spot, and answerable for what may happen to the present, as well as succeeding Lord Wardens. The Office of Ranger is an entire Sinecure.—Lord Cadogan was appointed by His Royal Highness the Duke of Gloucester, during Pleasure.—No Rents or Collections are received by any Master Keeper.—The Ranger's Salary is £. 2. 13. 4. per Annum, paid by the Lord Warden's Deputy, which is the Whole of his Profit.—There are no Fees or Emoluments, except One Fee Buck as Ranger, and another as Master Keeper, Annually.—There is a House for the Groom Keeper, which he Inhabits.—Neither Master Keeper or Ranger have any Cognizance of the Articles relative to Timber or Wood.—It is impossible to ascertain the Number of Bucks and Does in any particular Walk, as they are at full Liberty to range all over the Forest.—The Disposition of the Venison has been at all Times in the Lord Warden, whose Deputy can give the best Account thereof.—There never has been any Allowance for Hay, Corn, or other Food for the Deer.—Lord Cadogan refers to Mr. Mansfield, the Law Steward of the Forest, for Answer to the Enquiries concerning Intrusions, Incroachments, Waste, Spoil, or other Abuses.

(Signed) CADOGAN.
8th June 1789.

N° 11.

The ANSWER of Stanley George Heywood, Esquire, High Woodward of the New Forest, to the Precept of the Commissioners of the Land Revenue; dated 18 June 1787.

I Understand the Office of Woodward and his Deputy is to inspect and attend all Business in the Forest, and to be present at the Assignments of Timber. I am appointed by Patent under Seal, I am accountable for the Money raised by taking up the old Moors in the Forest, and which is applied to the Payment of the Regarders, Sales, &c. the Surplus to be accounted for, which, with the Vouchers, are ready when called for; there is also Money from cast Timber not fit for the Navy, which is also employed for the Payment of Regarders and Expenses, the Moor Wood not producing near enough for the Disbursement. The Salary is £. 200 per Year, paid by the Lord Warden's Contract. I have no casual Fees; the only Emolument arises from the small Quantity of Bark taken from the Oak cut for the Tenants Repairs or Fuel, which barely pays the Expence of attending that Duty. The Timber usually cut for the Surveyor's Contract amounts to 400 Loads of Oak, and 30 Beech Trees; for the Lord Warden's Contract, 370 Loads of Oak, and 30 Beech Trees, with 800 Load for Fuel; much the greatest Part of which of bad Beech; but there have been, within about Four Years, Two extraordinary Orders for Timber. The Bucks are disposed of by Order of the Lord Warden, whose Deputy will probably account

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for

for them. No Hay or other Feed is allowed for the Deer.—All Offenders for Intrusions, &c. are brought before the Verderers Courts—Mr. Mansfield, the Law Steward, holds these Courts, and can give the most certain Information. I have not lately had any Spoil or Waste reported to me; no Doubt such Things happen; but all the Power we have is exerted to the utmost to prevent it.

(Signed) S. GEO. HEYWOOD,

High Woodward of the New Forest,
25th June 1787.

N^o 12.

The EXAMINATION of Thomas Jeans, Deputy Woodward, and One of the Regarders of the New Forest, taken on Oath, the Twenty-fifth Day of November 1788.

THIS Examinant saith, That he was appointed Deputy Woodward of the New Forest in the Year 1772. His Salary is Fifty Pounds per Annum, paid by the High Woodward. He takes as Perquisites for the High Woodward the Bark of all Timber allowed to the Tenants of the Forest for Repairs, which amounts to about Eight or Ten Pounds a Year; and for his own Use the Lops and Tops of such Timber, which produce, on an Average, about Twelve Pounds per Annum; and also, Two Shillings for every Ticket issued to the Moorwood Diggers, of which Sixteen are issued Yearly: The Use of those Tickets is to authorize them to dig the Moors or Roots of Trees in the Forest. He has also an Assignment of Four Loads of Fuel Wood for his own Use, as Deputy Woodward. He attends at assigning all Fuel Woodward cut in the Forest, and Timber allowed to the Tenants for Repairs; he authorizes the digging of Moor Wood, and disposes of it, and takes Charge of all Windfall Timber and Wood in the Forest; but he has never attended the marking of Timber for the Navy or for Sale, or for any other Purpose, except in the Year 1772, when he attended the assigning of Trees for fencing the Inclosures then ordered to be made, being requested by the then Purveyor and Deputy Surveyor to assist them on that Occasion, for the sake of Dispatch, and except when he has been in the Forest on other Occasions. The Fuel Wood is assigned by him, in Conjunction with the Purveyor of the Navy, and is the Preference of Five or Six Regarders, and sometimes more. The Deputy Surveyor does not attend the assigning of Fuel Wood or Tenants Repair Timber. The Kinds of Wood now assigned for Fuel are inferior Beech, and some Birch, of which there is very little in the Forest; a great deal of Oak was formerly assigned for Fuel, but none since the Appointment of the present Purveyor, excepting a small Quantity during the first Year after his Appointment. Most of the Fuel Wood is sold, and applied to various Uses; the principal Part of it for Trucks and Rails for the Newcastle Coal Trade, and for Card Boards for dressing of Wool. The Wood is felled by the Parties, and commonly worked up for those Uses in the Forest: No Time is limited for taking it away, and Instances have happened of more Trees being taken than were assigned. The Kinds of Wood assigned for Repairs is small scrubbed Oak, unfit for the Navy, which is also marked by the Purveyor in the Presence of the Regarders. It is assigned in pursuance of Warrants issued by the Steward of the Manor, and after it is felled, it is measured by the Purveyor, and delivered to the Tenants, and the Tops and Bark are sold for the Use of the High and Under Woodward. That the Moor Wood dug in the Forest is commonly sold for making Charcoal, and delivered by the Regarders; the Beech Moor Wood is sold at about Twelve Shillings, and the Oak at about Fifteen Shillings, the Coal Fire (which is a Pile of Six Fathom long, Three Feet high, and Two Feet wide) out of which the Diggers are paid Eight Shillings, or Eight and Six Pence per Coal Fire for raising it. When Windfall Trees are found in the Forest, if fit for the Use of the Navy, they are delivered to the Purveyor, and the Lops and Tops, or the whole Tree, if unfit for Naval Use, are valued by the Regarders, and sold generally to those who buy the Moor Wood. The Sales of Calk Timber and Moor Wood are by private Contract; the Moony arising from them is received by this Examinant, and accounted for to the High Woodward. The Windfall Timber taken for the Navy, is paid for by Navy Bills issued to the High Woodward.

This Examinant is also one of the Regarders of the New Forest; he was chosen about the Year 1775, or 1776, by the Freeholders of the County.

A certain Number of the Regarders are always present at the marking of all Trees cut for the Navy, for Sale, for Repairs, or for any other Purpose, and none can be marked for selling but in the Presence of Three Regarders at the least; that they are allowed Two Shillings and Six Pence per Day for every Day they actually attend on any Business of the Forest; that such of the Regarders as attend the marking of Fuel Wood and Repair Timber are paid by the Woodward, and such as attend the marking of Timber for the Navy, or for Sale, or for any Purpose

in the Department of the Surveyor General, are paid by the Deputy Surveyor. That the present Deputy Surveyor is also a Regarder, and it has been customary for the Deputy Surveyor and Deputy Woodward to pay each other the Regarder's Fee for the whole Number of Days on which any Business is done in the Forest by either of them, although the Deputy Surveyor does not actually attend the affixing of Peel or Repair Timber, nor the Deputy Woodward on the marking Timber for the Navy or for Sale. That the Fees received by this Esquire as Regarder have amounted to about Sixteen Pounds per Annum: That there have been several Inclosures made in the Forest since his Appointment, particularly the large Inclosure in Wilverley Walk, made about the Year 1772: That before that Inclosure was made, the Ground was covered with Thorns, Furze, and Hollies, which were all cut up and sold before the Inclosure was placed; and that there was at that Time a great Stock of Rabbits in that Part of the Walk: That this Inclosure has not produced any young Timber, but is now a Waste, owing, as he believes, to the cutting of the Cover, which, he thinks, would have nursed up the young Trees, and protected them against the Rabbits: And he observed at that Time to the Deputy Surveyor, that it was not likely that any young Timber would grow there after the Cover was destroyed.

(Signed) THOMAS JEANS.

N^o 13.

The RETURN of Richard Fezard Massfield, Under Steward of New Forest, to the Requisition of Sir Charles Middleton, Baronet, and John Call, Esq; bearing Date the 11th of June 1787, for Answers to several Points of Enquiry relative to New Forest.

To the 1st. } THE Duty of the Office of Under Steward of New Forest is to attend at and Enquiry. } enroll all the Proceedings of the Courts of Attachment and Swainmote, to enroll all Appointments of Officers elected by the Lord Warden of the Forest for the Time being, to enroll all Licences to sport in the Forest, to enroll such Treasury Warrants for cutting Timber as are transmitted by the Deputy Surveyor for that Purpose. The further Duty of the Under Steward is to hold the Court Leet for the Hundred of New Forest, at which all the Peace Officers are elected, and likewise to hold the Courts Baron for the Manor of Lyndhurst, which belongs to the Lord Warden for the Time being. Besides these Official Acts, the Under Steward usually solicits all Crown Prosecutions for Offences committed in the Forest, as well as Prosecutions before Justices of the Peace for the like Offences; and if any of the Rights of the Forest are infringed, he is generally employed to defend them.

To the 2^d. The Under Steward is always appointed by the Lord Warden for the Time being.

To the 3^d. The Appointment is during Pleasure.

To the 4th. No Rents or Collections are received by the Under Steward, except some small Fines on Convictions in the Court of Attachment, and except the Fines of the Manor of Lyndhurst, for which he accounts to His Royal Highness the Duke of Gloucester, as Lord Warden.

To the 5th, 6th, and 7th. The Under Steward has no Salary, nor any Messuage or Tenement; his Fees arise from the Business of the Courts of Attachment and Swainmote, and the Ministerial Courts, which are paid by Individuals, except an old Charge of £. 1. 5. for attending each Attachment Court, charged to the Account of the Lord Warden. Fees are likewise paid for the Entries of Appointments, and Warrants for cutting Timber, viz. One Guinea for each Appointment, and Half a Guinea for each Treasury Warrant, or more, if long, or attended with Estimates. The Under Steward issues no Warrant for Timber, except a very few for the Repair of certain Copyholds in the Manor of Lyndhurst, preferred at the General Michaelmas Court Baron to be out of Repair, or wanting Ploughboot or Cartboot, by the Homage of the Manor of Lyndhurst, and for these he receives only the old Fee of 2 s. 6 d. each. The Profits arising from Forest Prosecutions, and other casual Business, are of course uncertain, being in Proportion to the Trouble attending such Business.

To the 8th, 9th, and 10th. For the Quantity of Timber, Number of Deer, Incroachments, and Intrusions, coming under these Inquiries, it is submitted that the necessary Information may best be had by Reference to the Returns made to the same Inquiries by the Surveyor, Deputy Surveyor, Woodward, Under Woodward, Regarders, Keepers, Under Keepers, and others under whose immediate Care and Inspection these Matters respectively come.

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To

To the 11th. The Timber is much protected by the Act of 6th Geo. III. before which no Prosecutions were so slow and exp^e five, that Capital Offenders often escaped Punishment, and the Practice of cutting and stealing Timber was then much greater than it is at present. However, notwithstanding under that Act it is Felony to cut or steal Timber in the Night, many have ventured to do it, and but One Prosecution has taken Place in the New Forest in consequence of the Act, though some Offenders have left the Country upon the Report of Informers. From here submitted, that if Informers and Accomplices were to be well rewarded for the Discovery of such Offences committed in the Night, it would in great Measure be the Means of preventing them; but at present no Provision is made for such Rewards. The like Offences are now but seldom committed in the Day Time, because the Penalties are heavy, and Informers are encouraged by being entitled to a Moiety of the Penalty. It would be the further Means of deterring such Offences committed either in the Day or Night, if some Provision was made for paying to Keepers and others all reasonable Charges for the Trouble and Expence in prosecuting, before Justices of the Peace or otherwise, for at present when an Offender is convicted before a Justice of Peace for any Offence against the Timber or Deer, and unable to pay the Penalty, there is no Fund to answer the Expence of Prosecution (except that of the Peace Officers in carrying Offenders to Gaol, which the Justices at their Quarter Sessions have sometimes refused to allow) and when Conviction does not take Place, the Charges are also unpaid, which is a Discouragement to Officers of the Forest in the Execution of their Duty. All Allowances of this Kind might be fixed by a Justice of Peace, in Proportion to the Trouble and Expence of Parties with Reference to some Fund.

It occurs further, in Answer to this Inquiry, to suggest that the Permission of Under Keepers for poor People to enter their Walks with Carts for picking up dead Wood, is a great Detriment to the Timber. Under Pretence of buying and taking Dead Wood, such Persons often lop large Trees, and destroy young Trees, concealing the green Wood under the dead Wood. The Owners of these Carts supply the Bakers and others in the neighbouring Towns with Wood; and it would be for the Benefit of the Forest to put them under such Restrictions as to prevent their Depredations. Within late Years it has been the Practice of mischievous Persons to burn the Heath, Fern, and Force of the Forest, whereby young Trees are often destroyed, and some Law is wanted to punish severely this Offence, and to give Encouragement for Detection.

The many Cottages which have been unlawfully erected in the Forest are great Nuisances, they harbour Persons who live by plundering the Forest. If it was determined by Act of Parliament that all such Erections built since some fixed Period should be deemed unlawful, and an Order made for taking them down after proper Notice, both the Timber and Deer would be better preserved. It is true that such Intruders are now liable to Prosecutions in the Exchequer, but a summary and less expensive Mode of Proceeding against Cottagers in Possession is wanted to prevent Litigation and Difficulty. These Buildings are now less frequently erected than they used to be, because the Keepers have been lately enjoined not to connive at them. Regular Returns of the Number of Cottages in each Walk would serve to prevent their Increase.

The Warrants above mentioned, in Answer to the 6th Inquiry, issued by the Under Steward for Repair Timber, agreeable to the Presentment of the Court, are executed with the Privy of the Deputy Surveyor of the Forest, and Purveyor, and other Officers, so that there can be no Excess in the Quantity or Quality of the Timber assigned, but it is suspected that more Timber is often presented than is necessary, and that when such Timber is assigned it is not always converted to the proper Uses. If therefore some Forest Officer was appointed to sign his Allowance of every Presentment of Timber, before it was given in to the Under Steward holding the Court, and after the Assignment to see that it was properly converted, it might be the Means of preventing Abuses with respect to Repair Timber.

R. F. MANSFIELD,

Ringwood, 29th June, 1787.

Under Steward.

In Addition to the above Answers and Observations, it appears to me, that Care in the Choice of proper Parts of the Forest for Inclosures, and great Attention to the Cultivation of Timber in such Inclosures, and preserving the Fences of the same, are essentially necessary towards continuing a durable Supply of Timber from New Forest, the Necessity of which seems to be the greater, on Account of the Decrease of Timber belonging to private People, and of the Decline of private Nurseries for Timber.

R. F. MANSFIELD,

Under Steward.

N° 14.

EXTRACTS of Two Letters from Richard Fexard Mansfield, Esquire, Under Steward of the New Forest; dated Ringwood, 24th June and 12th July 1789.

"WITH respect to the Annual Amount of my Fees, I have made as good a Calculation as lays in my Power, without having kept any particular Account of them for Ten Years past, and think that I may, on a moderate Computation, set the Annual Average Amount at £.60, which includes Official Business only, but no Kind of Crown Prosecutions, either such as are paid by the Treasury, or summary Proceedings before Justices, nor any other contingent Masters relative to the Forest, wherein I am consulted or concerned as an Attorney or Solicitor, though such Business of course arises from my Connection with the Forest. The Fee of £.1. 5. is only paid for attending such Forest Courts, viz. Swanmote or Attachment, as are held or summoned, and does not extend to any particular Number which might be held according to the Laws of the Forest. It often happens that a Court is summoned, and an Attendance at Lyndhurst takes Place in consequence, though no Court is held for Want of Two Verderers."

24th June 1789.

"The High Steward of New Forest has no Salary or Perquisites, except an old Annual Fee of 5 Guineas, which is paid by the Lord Warden, and a Fee Buck and Doe. It may be considered as a Secure Place, except that, when this Officer chuses it, he gives a Charge at the Swanmote Court. The Office is usually filled by a Barrister, and was formerly an Office of great Honour."

(Signed) R. F. MANSFIELD.
12th July 1789.

N° 15:

The EXAMINATION of Nassau Jervoise Coleman, Gentleman, One of the Regarders of the New Forest; taken on Oath, the Twenty-second Day of November 1788.

"THIS Examinant upon his Oath saith, That he is One of the Regarders of the New Forest, and chosen in the Year 1783 by the Freeholders of the County, and holds no other Office within the Forest: That the Duty of the Regarders is to see Justice done between the King and Claimants on the Forest, to inspect all Offences, Incroachments, or Trespases, whether by Forest Officers or others, in Vert and Venison, and to examine and attest the Accounts of those Officers; that he receives no Rents or Collections whatsoever, and has no Annual Salary, being paid only Two Shillings and Six Pence per Day when he attends on Duty as Regarder, either in the Department of the Surveyor General, Lord Warden, or Woodward; that he occupies no Messuage or Tenement as a Regarder, and receives no Fee or Emolument whatever, except the Two Shillings and Six Pence per Day, as before mentioned; that his Grandfather having been Steward to the Duke of Bolton, as Lord Warden, coming with his Grace to reside in the Forest, about the Year One thousand and Seven hundred, and his Father having held the Office of Deputy Surveyor for many Years, and this Examinant being possessed of many of the Books and Papers belonging to each of these Offices, while they were executed by them, he has been thereby enabled to discover in what Manner the Business of the Forest was transacted in their Time, and to judge of the Changes which have taken Place since; that amongst other Books he has in his Possession an ancient One, intitled, "New Forest Fuel Book, 1725," a Copy of which Book he has now delivered to the Commissioners of the Land Revenue, with a Column added to it, containing a List of the Fuel Wood now delivered, copied from the Accounts which he himself keeps as a Regarder; that he has also delivered to them a Survey of the growing Trees in this Forest fit for the Navy, taken in the Year 1707; and also Rent Rolls of the several Bailiwicks, Hundreds, and Tithings, for the Year 1705; and also a Rental Book, intitled, "New Forest Rolls, Mich^o 1723," also a List of the Keepers Nobles, for the Year One thousand Seven hundred and Sixteen; and an Account between Francis Whitworth, Surveyor General, and his Deputy, for the Year 1731 and 1732, settled by Mr. Whitworth on the Seventeenth Day of July, One thousand Seven hundred and Forty: That this Examinant did himself live in the Forest in the early Part of his Life, and was frequently employed in the Business of the Forest, and in copying Papers relative thereto, both by his Father, then Deputy Surveyor, and Mr. Haxman, the High Woodward; and that in those Times no Regarder held any other Office in the Forest, and that every Account of every other Officer of the Forest was submitted to their Examination, and attested by Two or more of them, before it was admitted or passed; that when any Repairs were required for the

Lodges or Outhouses of the Master or Under Keepers, the Premises were viewed by the Regarders and Deputy Surveyor, who signed a Representation of the Defects, and Necessity of Repairs; and that when the Order came from the Treasury for the Reparation, they attended to the Execution, and when the Work was finished it was again viewed by the Regarders, and the Undertaker was not discharged until they had signified their Approbation of the Execution of the Work: That it appears also to this Examinant, that all Sales in every Department within the Forest, whether of Wood, Lop, Top, or Bark, were at that Time public Sales by Auction; that the Regarders also attended the laying out of Inclosures, the making of Fences, and the planting of Acorns; that in general Four or more Regarders attended the marking of all Trees, either for the Navy, Fuel, Repairs, or Sale; that in the Execution of these various Branches of their Duty they were then much more employed in going through the different Parts of the Forest than they now are, and had much better Opportunity of discovering or preventing Offences than they now have; that it was their Custom when they found any Trees or Wood improperly cut, to have it carried immediately to the Keeper in whose Walk it was found; and when they discovered any Person guilty of a Trespass, to seize them immediately, and present them at the next Attachment Court; and that their Expenses incurred in so doing were repaid to them by the Deputy Surveyor; that the Business in this Forest is not now carried on in the same Manner; that the Four most executive Officers, being the Deputy Surveyor, Purveyor of the Navy, the Deputy Woodward, and the Lord Warden's Steward, are all Regarders; and that though each of these Officers attends to the felling of Timber within his own Department, yet it is not the Custom of the Deputy Woodward to attend as a Regarder when Timber is felled for the Navy, either in the Deputy Surveyor's or Lord Warden's Departments; nor does the Deputy Surveyor usually attend when Trees are felled for Fuel or Repairs, under the Direction of the Deputy Woodward, or when the Navy Timber is felled, under the Direction of the Lord Warden's Steward, although they pay to each other the common Allowance of Two Shillings and Six Pence per Day, in the same Manner as if due Attendance was given; and that more than One Day's previous Notice is seldom given to other Regarders to attend, either by the Deputy Surveyor, Deputy Woodward, or Lord Warden's Steward, when any Trees are to be felled; that the Regarders are not now called out on any other Duty than that of marking or felling of Trees; that no Accounts whatever of any Officer has been submitted to their Examination since his Appointment, except the Accounts of the Sales of the Tops of Naval Timber, and the Accounts of the Allowances or Wages to the Regarders; that they have not been called upon to view Lodges for which Repairs are demanded, nor to inspect the Execution of the Work after they have been repaired; that they have not for the last Twenty Years, as he has heard and believes, been desired to attend the laying out Inclosures, making Fences, or planting Acorns; and that no Regarder has any Superintendence on those who are now employed in planting the vacant Places in the Inclosures, or in the Reparation of the Fences; and that this Examinant has been informed by the Deputy Surveyor, that any Prosecution against those who have made small Incroachments on the Forest, or who have been guilty of Trespasses on the Vert or Venison, must be laid out by the Regarders themselves, as he has no Authority to re-pay them; that the Regarders are by these Means deprived of the Opportunity and the Power of preventing Offences, or of bringing Offenders to Punishment; and that both the great Officers in the Forest, and the Inhabitants of lower Rank, now take Liberties in making Incroachments, in cutting of Fern, Furze, and Turf, in improper Places, which he is of Opinion they would not venture upon if the Regarders were permitted and encouraged to act as formerly. And this Examinant further saith, That the Fuel Wood, which is assigned as formerly, is not now consumed as Fuel, but that great Part of it is sold for Trucks, Rails, Card Boards, and other Purposes, that when Trees are assigned for Fuel, no Time is positively fixed for cutting them down, or carrying them away, and that being left to the Discretion of the Persons to whom they are assigned, no Officer of the Forest has Notice so as to guard against the cutting down other Trees besides those allotted, and that he knows such Offences have sometimes been committed; that since the Appointment of the present Deputy Surveyor the Bark of Naval Trees has generally been sold privately, and that the Lop and Top have been sold by public Auction, but that the cutting off the Tops has been left to be done by the Purchaser, which he thinks leaves Room for Abuses, which are not sufficiently guarded against by the Tree having been previously raised by the Purveyor, more especially as the Persons employed to raise them off by the Purveyor are generally concerned in the Purchase, and this Examinant has Reason to believe that Knees of Timber have frequently been carried away by the Purchasers of the Tops: That the Bark of the Three hundred and Seventy Loads of Naval Timber, under the Direction of the Lord Warden's Deputy, is not sold by public Auction, but that the Lops and Tops are sold publicly; that the Tops and Lops are cut and disposed of in the same Manner as those under the Direction of the Surveyor; that the Barks, Lops, and Tops of the Repair Timber are sold privately; that from the Want of a proper Check upon the Application of the Repair Timber to the Purpose for which it was assigned, this Examinant has Reason to believe that a great deal is otherwise disposed of, and that the Repairs not being effectually made fresh Application is in a few Years made for an additional Quantity, and the Request has too often been granted; that the Keepers, as well as the Regarders, are prevented from presenting Offences, no Courts of Attachment or Swaimore being now held, and they are discouraged from prosecuting Offenders before a Justice of the Peace, by Means of the great Expence of such Prosecutions, and the Uncertainty of Re-payment in case the Offenders should not be convicted, the Expence thereof for the most trivial Offence being at least Thirty Shillings; and that they are left

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rigid in preventing small Incroachments, Intrusions and Trespases, from an Apprehension that the People, if irritated, might set fire to the Cover, and endanger the Forest; that this has frequently been done, and as the Detection is difficult, the Punishment should be made more severe, and some Reward given for the Discovery of the Offenders; that the cutting of Fern, Furze, and Browle Wood, the Deer themselves, and the Admission of Colts at all Seasons, are extremely detrimental to the Growth of young Trees; and that considerable Injury is often done by the Collers, who have an Opportunity of cutting or lopping Trees near their Coal Hearths, without Risk of Detection; that the Forest should be cleared of Colts, Cattle and Swine, during the Fence Month and Winter Haining; and that the Marksmen should, at their Drifts, be obliged to give up the Names of the Proprietors of Cattle under their Care, on Oath, so as the Intrusion of Cattle belonging to People who have no Right to Common might be prevented; and that this Examinant is of Opinion that the Pounds, and the different Bridges in the Forest, should be repaired.

(Signed) NASSAU J. COLEMAN.

N° 16.

The ANSWER of John Richard Earl De Lawarr, Master Keeper of Bolder Wood and Eyeworth Walks, in New Forest, to the Precept of the Commissioners of the Land Revenue, dated the 1st Day of June 1787.

LORD DE LAWARRE was appointed Master Keeper of Bolder Wood and Eyeworth Walks, in the New Forest, by the Lord Warden, during Pleasure. The Duty of his Office is to preserve the Vert and Venison; he receives no Salary by virtue of his Office, nor any Emoluments, save Two Bucks from each Walk, he occupies Bolder Wood Lodge, which is in very good Repair, and about Twenty-seven Acres of Meadow Ground thereto adjoining; there is also a Keeper's Lodge in each Walk, and about Nine Acres of Land, occupied by the Groom Keeper of Bolder Wood, and about Thirt or Four Acres by the other Groom Keeper; he receives 25 Loads of Fuel Wood for the Consumption of Bolder Wood Lodge, and there is also an Allowance for the Keeper's Lodges: There may be 6 or 700 Deer of all Kinds in Bolder Wood Walk, and perhaps 200 or 250 in Eyeworth Walk. He executes no Warrants but for the 2 Bucks for each Walk beforementioned. The Keepers report Annually what Number of Bucks they can afford to kill in each Walk to the Steward of the Forest, and the Warden issues his Warrant accordingly. No Food is bought for the Deer. He knows not of any Intrusions or Incroachments in the Walks of Bolder Wood and Eyeworth. There are many Abuses in the Forest; and the Increase of Timber would undoubtedly be promoted if it was not thought necessary to cut the Thorns for the Use of the Deer, and if the Hogs could be kept out of the Forest, or if they were all ringed, but must leave it to others to point out the proper Remedy for the various Abuses that exist there.

(Signed) DE LAWARRE.

N° 17.

The ANSWER of Peter Bathurst, Esq; Master Keeper of Broomey Walk, in the New Forest, to the Precept of the Commissioners of the Land Revenue, dated the 1st of June 1787.

AS Master Keeper he is sworn to take Care of the Vert and Venison; he is appointed by Warrant from the Duke of Gloucester, during Pleasure, has no Salary, Fees, or Emoluments, but the Privilege of killing small Game in the Walk, and a Brace of Bucks Annually, for which he pays the usual Fees to the Keeper, being a Guinea and a Crown each Buck; a Brace of Does are also the Right of the Master Keeper, but, by Desire of the Duke of Gloucester, are not taken. There is a Lodge called Broomey Lodge, in which there is an Apartment of Kitchen, Parlour, and Two Bedchambers, for the Master Keeper; the Building is said to have cost £. 6 or 700, Ten Years ago, but ought not to have cost above £. 200, with the old Materials. He does not know what Timber or Wood is cut in the Forest, and he receives none for any Purpose whatever. He supposes there are about 4 or 500 Deer in his Walk. The Under Keeper reports

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Annually

Annually what Number may be killed, and on that Report the Duke of Gloucester's Steward makes out the Venison Warrants. No Hay, Corn, or other Food is purchased for the Deer; they are fed with Browse from the Holly, Thorn, or Ash. He does not think that any material Incroachments have been made in his Walk since he was appointed Master Keeper; when he has been informed that any has been begun, he has always directed the Groom Keeper to report the same to the Verderors, and the Fence has been taken down. He refuted a Claim made under the Name of Ogden's Purlieu, and the Claim was given up. He believes a great deal of Waste has been committed, but cannot point out how it is to be guarded against.

(Signed) P. E. BATHURST,
Master Keeper of Broomy Lodge,
New Forest.

N^o 18.

The ANSWER of Edward Morant, Esq; Master Keeper of Lady Cross and Whitley Ridge Walks, in the New Forest, to the Precept of the Commissioners of the Land Revenue, dated 1st June 1787.

I WAS appointed Master Keeper of Lady Cross and Whitley Ridge Walks by Warrant from the Lord Warden, during Pleasure. The Duty of my Office is to preserve the Vest and Venison in those Walks as much as in my Power lies. Have no Salary nor any Fees or Emoluments, except a Buck and a Doe from each Walk, the First only taken. The Timber and Wood are out of the Department of Master Keeper. I have Fuel from the Forest in Right of my Property, but none as Master Keeper. The Venison Warrants go to the Under Keepers, and their Report to me is as follows: "In both our Walks there are of Bucks and Does 600, "as near as we can calculate. This Year there will be killed on Whitley Ridge 6 Brace, and "on Lady Cross Walk 5 Brace of Bucks, including One Buck from each Walk for His Majesty; "there are in general a Doe killed on each Walk for the Use of His Majesty, also a Brace from each "Walk for the Use of the Ash People. There is no Hay or Corn purchased, although we are otherwise at great Expence in keeping of Servants to look after the Deer. (Signed) W^m Piper and "Rich^d Carter."—The Information desired concerning Intrusions or Incroachments must be got from the Under Keepers, and the Records of the Verderors Courts. The Inclosures ought to be kept up, and for that Purpose proper Persons should be appointed to attend to them when necessary.

(Signed.) EDWARD MORANT.

N^o 19.

The ANSWER of Nathaniel Heywood, Esq; Master Keeper of Rhinefield and Wilverley Walks, and Deputy to the Lord Warden of New Forest, to the Precept of the Commissioners of the Land Revenue, dated 1st June 1787.

I CONSIDER myself as holding Two Offices, One as Master Keeper, the other as Deputy to the Lord Warden. The Duty of Master Keeper is to be a Check upon the Proceedings of the Groom Keeper, who is charged with the Preservation (as far as is in his Power) of the Timber, Venison, and Game, and to prevent Incroachments.

The Duty of the Deputy to the Lord Warden is to superintend the whole, to be careful to make the Groom Keepers do their Duty, who report their Proceedings to him, and to attend to all Transactions in the Forest.

I am appointed by the Lord Warden, during Pleasure.

I have no Salary whatever, either as Master Keeper or Deputy to the Lord Warden.

As Master Keeper of Rhinefield, I occupy the Lodge, with a small Inclosure round the House, of very little Value.

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Of the Timber cut on Account of the Lord Warden's Contract, I am, as Deputy to the Lord Warden, to give an Account. That Contract was made for Twenty Years, and ends in April 1789; it was made for the Payment of the Keepers Salaries, as well as that of the Woodward and his Deputy, and all other incidental Charges in executing the Business of the Forest. The Quantity for that Contract amounts to 370 Loads of Oak Timber, and 50 Beech Trees, for the Dock Yard; which in general produces about £.900; and there is also a small Sum raised from the Tops and Bark of the said Timber, all which Tops, &c. are sold by public Auction, and brought to Account for the Payment of Taxes and other Charges at the King's House at Lyndhurst. The Accounts for the above Sums are stated Annually, which, together with the Vouchers, are ready when called for.

The Quantity of Timber usually cut by the Surveyor General is 500 Loads of Oak, and Fifty Beech Trees; the Quantity for Fuel is about 800 Loads; the Timber for Repairs uncertain.

The Disposition of the Venison has at all Times been made by the Order of the Lord Warden.

The exact Number of Deer cannot be ascertained, as they range at full Liberty all over the Forest; the Increase however is certainly very great, which is owing to a strict observance of the Lord Warden's Orders to preserve the Does; for when he was first appointed, we found very few Bucks fit to kill, so much so that the preceding Lord Warden obtained an Order from the Lords of the Treasury, that 90 Does should be killed for Five Years; at the Expiration of which Time the Treasury was not found sufficient, and the present Warden continued Orders to the Keepers not to kill any, except Four Brace for His Majesty's Use, and they are in general not fat or fit to kill, owing to having no Allowance for Hay or other Food in the Winter.

The Return of Bucks this Year amounts to Seventy-nine Brace and a Half, which greatly exceeds any Return for the last Forty Years; they are disposed as follows:

For His Majesty's and the Collector's Office 23 Brace; for Compositions to Gentlemen who have Woods and Estates upon the Borders, for leave to the Keepers to range their Woods, Eleven Brace; the Annual Warrants to the Verderors, the Master Keepers, and other Warrants, for Justices of the Peace who sit for the Forest, and other Gentlemen, which have been at all Times given by old Custom, amount in the whole to 54 Brace: It may be proper to observe, that eight or Ten Brace is generally kept back, as we have often found the Keepers return more than they can kill, without burning their Walks; the rest are reserved as usual, for the Presents from the Lord Warden, if he chooses to make any.

All Offenders for Intrusions, &c. are brought before the Verderors Courts, and are upon Record. The Law Steward (Mr. Masonfield, of Ringwood) can give the Particulars, as he holds those Courts.

No Abuses, or Spoil, or Waste have lately been reported to me; no Doubt such Things happen, but what Power we have is exerted as much as possible to prevent them.

There may, without Doubt, be many Regulations made which would be of great Advantage to His Majesty's Timber and Estate, such as Inclosures for the Growth, made in good Soil, and not too large for the Inspection of the Keepers in whose Walks they are made. The last Inclosures are vastly too large, and placed in very improper Soil, which is the Reason many of them did not succeed.

The cutting the Fern must certainly destroy many young Trees.

To prevent strange Cattle being driven upon the Commonage.

An Allowance for Hay in the Winter for the Deer would make the browsing unnecessary, which would preserve the Bruth and Underwood, and of course raise a great many young Trees.

The Browse is taken from Boughs and Branches of different Kind of Underwood; from long Observation I am convinced this last Measure would be of the greatest Utility.

The repairing the Bridges and Passages over the Bogs would facilitate the Keepers Duty, by keeping open the Communication from One Part to another, they could more easily prevent Smugglers and Stragglers from committing Outrages in their Walks; formerly that was much attended to, and it is not for Want of representing that they are not properly repaired at present. (Given under my Hand the 20th of June 1787).

(Signed)

N. HEYWOOD,

Master Keeper and
Deputy Warden.

N^o 20.

The EXAMINATION of Thomas Holloway, Groom Keeper of Burley and Holmefley Walks, in the New Forest; taken on Oath the 21st Day of November 1788.

THIS Examinant upon his Oath saith, That he is Groom Keeper of Burley and Holmefley Walks, in the New Forest, by Appointment of his Grace the Duke of Bolton: That he was appointed Keeper of Burley Walk, in or about the Year 1781, and Keeper of Holmefley Walk, in or about the Year 1785, upon the Death of Gregory Goff, late Keeper of that Walk: That the Duty of his Office is to preserve the Vert and Venison, and all other of His Majesty's Rights within his Walk: That there is a large House called the Master Keeper's Lodge, with about Thirty-five Acres of inclosed Land belonging to it, mostly very poor Soil, in which House the Duke of Bolton resides when in the Forest; but his Grace not being there very often, or for a long Continuance, this Examinant, by his Grace's Order, takes Care of that House, and constantly lives in it: That there is an Under Keeper's Lodge, and about Five Acres and Half of inclosed Land belonging to Burley Walk, worth together about Seven Pounds; and also an Under Keeper's Lodge, and about Four Acres of Land, belonging to Holmefley Lodge, worth about Six Pounds per Annum; both which Lodges are occupied by Men employed by this Examinant in taking Care of his Walks, and this Examinant has the Benefit of both those Houses, and the Land belonging to them, and also of the Land belonging to the Great Lodge, in the Absence of the Master Keeper, worth about Fifteen Pounds per Annum: That his Salary as Keeper of Burley Walk, is Thirty Pounds per Annum, paid by the Duke of Bolton, and he has an Annual Assignment of Fuel Wood from the Forest for that Walk, to the Value of Ten Pounds or thereabouts. He receives no Salary as Keeper of Holmefley Walk, but has a like Assignment of Fuel Wood, and also an Assignment for the Master Keeper, of Twenty Loads, for the Use of the Lodge, and Five Loads for the Use of the Dog Kennel, which this Examinant has the Benefit of in the Absence of the Master Keeper: That he usually sells so much of that Assignment as is sufficient to pay the Expence of Felling and Cutting the same, and uses the Remainder as Fuel at the Great Lodge; and he sells the Two Assignments for the Two Under Keeper's Lodges, for which he gets, on an Average, about Twenty-five Pounds, clear of all Expences. The Average Number of Deer in both Walks is about Twelve hundred: That he usually kills about Twelve Brace of Bucks and about Four Brace of Does yearly, and that his Fees and Profits arising therefrom, including the Skins, Shoulders, and Humbles, amount to about Fifty Pounds per Annum: That he Annually receives about Thirty-five Pounds per Annum by Sale of Browf Wood cut for the Deer, and about Thirty Pounds per Annum for Rabbits killed in both Walks: That he usually keeps Five Working Horses and one Brood Mare, Thirteen Cows Heifers and Calves, and from Thirty to Forty Hogs; his present Number of Hogs and Pigs is Forty-one; and the Average Profit of his Live Stock is about Twenty-two Pounds per Annum: That there are Forest Rents and Dues belonging to the Bailiwick of Burley and Holmefley, amounting to about Thirty Pounds, due to the Master Keeper, but he believes are not all now collected; the Master Keeper also takes the Lops, Tops, and Bark of all Oak Timber felled within the said Walks, and the Moorwood and Windfalls, and also Two Shillings and Six Pence for every Load of Fuel Wood assigned there, all which are received Annually, and accounted for by this Examinant to his Grace the Duke of Bolton: That there has been but one Windfallen Tree in his Walks since his Appointment, of which he gave Notice to the Purveyor, that he might take it if it should be found fit for Naval Use, but being rejected as unfit, he disposed of it: That he commonly pays Nine Shillings a Coalfire for taking up Moorwood, and that the usual Price at which he sells it, is about Fourteen or Fifteen Shillings a Coalfire. That his Disbursements in the Execution of his Office are for keeping Five Horses, with the Expence of One Waggon, Two Carts, Saddles, Harness, and Tools, about Fifty Pounds; for Hounds and Spaniels about Six Pounds a Year, and for Wages and Board of Five Men Servants and One Maid Servant, about One Hundred Pounds: That he Annually cuts as much Browf Wood for the Deer as he thinks necessary, according to the Season, and in such Places as he thinks proper, chiefly from the Tops of Hollies and Thorns: That if the Browf be cut from the Tops of Hollies and Thorns only, and in a proper Manner, he does not think it prejudicial to the Forest, but the cutting off the lower Branches of Thorns and Hollies he thinks detrimental to the Growth of Timber, by destroying the Cover which protects the young Trees and Shoots: That he thinks Browfing necessary for the Sustainance of the Deer in Winter; and that if a Stop was put to the cutting of Browf Wood, there would be required Yearly about Three Tons of Hay for every hundred Deer, to winter them: That there is not any Fuel Wood assigned in Holmefley Walk, and that the Quantity assigned in Burley Walk, exclusive of what is allowed for the Lodges, is about Twenty-two Loads: That he always attends the marking, and as far as he is able, the felling of the Fuel Wood, and uses his best Endeavours to prevent more being cut than is assigned: That the greatest Part of the Fuel Wood is sold either standing or after it is felled, and much of it is cut into Rails and Truck Wheels in the Forest for the Coal Works at Newcastle, and a great deal of the Wood sold to the Charcoal Burners; and he believes only a small Part is really used for Fuel: That there are Four or Five Coal Hearths in Use for making Charcoal in his Walk, all in the Woods, and fenced with Boughs and Fern, that he does not know that this does any Damage to the Woods or Timber,

and has never discovered that any Wood is stolen to make Charcoal, though he has observed Boughs cut off from the Trees near to the Coal Hearths, which he supposed to be taken by the Colliers. That the Coal Hearths are made wherever the Colliers think proper, without asking Leave of any Forest Officer, and that he never received any Orders to forbid or remove them. That there are many Incroachments within his Walks, some made before and some since his Appointment; several of which he has thrown open, and some of those have been taken in again: That there is also a great deal of Fern cut both in the Woods and open Parts, which is very destructive to the young Timber; and great Quantity of Turf and Heath he believes both for Commoners and Strangers: That he has endeavoured to the utmost of his Power to prevent all Injuries to the Forest, but has never presented any Offences at the Forest Courts, the Keepers under the Duke of Bolton not having attended the Courts within his Remembrance: That there are no Rabbit Warrens within his Walk, but many Rabbits in the open Parts; that no Orders were ever given to him to destroy them: That all Kinds of Cattle are admitted into his Walks; and that the Tenants of Burley claim a Right to a Sheep Walk in that Part of the Forest, and turn in Sheep accordingly: That he is unable to distinguish between the Cattle of Commoners and Strangers: That each Person's Cattle are marked with a particular Ear Mark, but that there are Men called Markimen, who take Charge of any Cattle sent to them, and attend them in the Forest, and put a general Tail Mark on all that are under their Care, and own them when the Forest is driven; and he is of Opinion that Cattle belonging to Persons who have no Right of Common are brought into the Forest: That in other Parts of the Forest the Keepers receive One Penny per Mark for the Cattle of each Owner, but neither of his Walks have been driven for Horned Cattle since his Appointment, the Pound being so much out of Repair as not to confine them: That Horned Cattle are generally put into the Forest about Old May Day, and taken out about Michaelmas as the Owners think fit, but Forest Horses and Asses remain in all the Year, and do great Mischief to the young Timber and Cover: That the Forest has not been cleared during the Fence Month since his Appointment, or within his Remembrance: That Swine are admitted into the Forest from the Fourteenth of September to the Eleventh of November Old Style; and those taken into Burley Walk are admitted by this Examinant, who gives a Ticket to the Owner, expressing the Number admitted, which is called Ovsling, on paying him Four Pence for every Hog, and Two Pence for every Pig, for the Pannage, for the Use of the Maller Keeper. That he drives his own Walks as often as he thinks proper for Swine, to see that they are properly ringed, and demands Four Pence each for all that are unringed. That the Profits arising to him from the Pannage and all the Drivings are seldom sufficient to defray the Expence attending it.

(Signed) THOMAS HOLLOWAY.

N^o 21.

ACCOUNT of Annual Payments made by Colonel Heywood, Deputy to His Royal Highness the Duke of Gloucester, Lord Warden of the New Forest, to the several Groom Keepers of the said Forest.

Bailiwicks.	Walls.	Keepers.	Salary.	Lord Warden's Salary.	Warden's Salary.	Allowance in lieu of Fuel.	For keeping Lodges in Repair.	Total to each Keeper.
			£. s. d.	£. s. d.	£. s. d.	£.	£.	£. s. d.
Frittham Bailiwick.	Bolderwood	Ja ^s Mantell	20 — —	1 — —	13 4 10	2	33 13 4	
Linwood Bailiwick.	Eyeworth	W ^m Cooper	20 — —	1 — —	13 4 10	2	33 13 4	
Godhill Bailiwick.	Broomery	Tho ^s Toomer	24 — —	2 — —	1 6 8 10	2	39 6 8	
North Bailiwick.	Ashley	Ant ^s Bumpstead	24 — —	2 — —	1 6 8 10	2	39 6 8	
Inn Bailiwick.	Besemble Hill	Flow ^s Archurch	20 — —	1 — —	13 4 10	2	33 13 4	
	Castle Malwood	R ^s Wicherington	20 — —	1 — —	13 4 10	2	33 13 4	
	Iron's Hill	Ste ^r Burton	30 — —	2 — —	1 6 8 10	2	48 6 8	
		D ^s as Keeper of the Blind House	3 — —	— — —	— — —	—		
East Bailiwick and Nodes.	Ashhurst	Geo. Maynard	20 — —	1 — —	13 4 10	2	33 13 4	
	Denney	Edw ^d Peirce	20 — —	1 — —	13 4 10	2	39 13 4	
		D ^s as Keeper of the Nodes	3 — —	3 — —	— — —	—		
South Bailiwick.	Lady Croft	W ^m Piper	20 — —	1 — —	13 4 10	2	33 13 4	
Batramsey Bailiwick.	Whitley Ridge	D ^s —	20 — —	1 — —	13 4 10	2	33 13 4	
	Rhinfield	Edw ^d Toomer	31 13 4	1 — —	13 4 10	2	45 6 8	
	Walverly	Tho ^s Toomer, Jun ^r	19 — —	1 — —	13 4 10	2	33 13 4	
Total paid to Keepers —			£. 294 13 4	19 — —	10 13 4	130	26	430 6 8
Rangers — { Sir Harry Burrard — Salary — — — £. 2 13 4								
Bowbearer — { Lord Cadogan — — — — — 2 13 4								
— Geo. Rose, Esquire — — — — — 2 — —								
£. 7 6 8								

Lyndhurst, Nov^r 18th 1783.

RICH^d NIGHTINGALE.

N° 22.

ABSTRACTS of the EXAMINATIONS of

William Cooper	—	—	Groom Keeper of	Eyeworth Walk.
Thomas Toomer, Senr	—	—		Broomy Walk.
Anthony Bumpstead	—	—		Athley Walk.
Thomas Toomer, Junior	—	—		Wilverley Walk.
Edward Toomer	—	—		Rhinocfield Walk.
James Mastell	—	—		Bolderwood Walk.
Flower Archurch	—	—		Bramble Hill Walk.
George Maynard	—	—		Athurst Walk.
Robert Witherington	—	—		Catle Malwood Walk.
Stephen Burton	—	—		Ironhill Walk.
Edward Pierce	—	—		Denny Walk, and the Nodes.
William Piper	—	—		Ladycrofts and Whitley Ridge Walks.

The

	The Examination of W ^m Cooper, Groom Keeper of Eyeworth Walk, sworn 19th November 1788.	The Examination of Tho ^s Toomer, Senior, Groom Keeper of Broomey Walk, sworn 19th November 1788.	The Examination of Anthony Baumbald, Groom Keeper of Abbley Walk, sworn 19th November 1788.	The Examination of Tho ^s Toomer, Junior, Groom Keeper of Wolverley Walk, sworn 20th November 1788.	The Examination of Edward Toomer, Groom Keeper of Rhinfield Walk, sworn 20th November 1788.	The Examination of James Mansell, Groom Keeper of Bolderwood Walk, sworn 20th November 1788.
Appointment.	That he was appointed Groom Keeper of Eyeworth Walk, in the New Forest, about 14 or 15 Years ago.	That he was appointed Groom Keeper of Broomey Walk, in the New Forest, in or about the Year 1753.	That he was appointed Groom Keeper of Abbley Walk, in the New Forest, in the Year 1763.	That he was appointed Groom Keeper of Wolverley Walk, in the New Forest, in the Year 1775.	That he was appointed Groom Keeper of Rhinfield Walk, in the New Forest, in the Year 1779.	That he was appointed Groom Keeper of Bolderwood Walk, in the New Forest, in the Year 1783.
Duty.	That the Duty of his Office is to preserve the Ven and Venison, and all other of His Majesty's Rights, within his Walk.	The like Duty.	The like.	The like.	The like.	The like.
Lodge and Land.	That he occupies a Lodge and Outhouses, and about 2 Acres of inclosed Land, worth about £. 5 per Annum.	That he occupies a Lodge, Houfe, and Outhouses, and about 5 Acres and an Half of inclosed Land, worth about £. 10 per Annum.	That he occupies a Lodge and Outhouses, and 6 Acres and an Half of inclosed Land, worth about £. 12 per Annum.	That he occupies a Lodge and Outhouses, worth £. 4 a Year.	That he occupies a Lodge and Outhouses, and about 20 Acres of inclosed Land, worth about £. 10 a Year.	That he occupies a Lodge, Houfe, and Outhouses, and about 9 Acres of inclosed Land, worth together about £. 10 per Annum.
Salary.	That his Yearly Salary and Allowances, paid by the Steward to the Lord Warden, are as follows: Salary - - - £. 20 Nobles for driving his Walk - - - 13 4 Allowance in lieu of Fuel Wood - - - 10 And for small Repairs to his Lodge - - - In all £. 33 13 4	Salary - - - £. 24 Nobles - - - 3 6 8 In lieu of Fuel Wood - - - 10 And for small Repairs to his Lodge - - - In all £. 39 6 8	Salary - - - £. 24 Nobles - - - 3 6 8 In lieu of Fuel Wood - - - 10 And for small Repairs to his Lodge - - - In all £. 39 6 8	Salary, and Nobles - - - £. 20 13 4 In lieu of Fuel Wood - - - 10 And for small Repairs to his Lodge - - - In all £. 30 13 4	That his yearly Salary and Allowances, paid by the Steward to the Lord Warden, amount in the Whole to - - - 45 6 8 £. 45 6 8	Salary - - - £. 20 Nobles - - - 13 4 In lieu of Fuel Wood - - - 10 And for small Repairs to his Lodge - - - In all £. 33 13 4

Deer.	That the Average Number of Deer in his Walk is about three hundred.	Six hundred.	Two hundred.	Five hundred.	One thousand.	One thousand.
Fees on Deer.	That his Fees for killing about 3 Brace of Bucks, and One Brace and an Half of Does, Yearly, with the Profits of the Skin, Shoulders, and Humbles, are about £. 14 5.	That his Fees for killing 6 Brace of Bucks, and 2 Brace of Does, Yearly, with the Profits of the Skin, Shoulders, and Humbles, are about £. 15 9 6.	That his Fees for killing from 3 to 4 Brace of Bucks, and One Brace and an Half of Does, Yearly, with the Profits, &c. are about £. 14 14.	That his Fees for killing from 10 to 11 Brace of Bucks, and 2 Does, One for the King, and One for the Farmers, Yearly, with the Profits, &c. are about £. 42.	That his Fees for killing about 11 Brace of Bucks, and generally 3 Does, One for the King, and One for the Farmers, Yearly, with the Profits, &c. are about £. 42.	That his Fees for killing from 6 to 8 Brace of Bucks, and One Brace and Half of Does, Yearly, with the Profits, &c. are about £. 31.
Profit by Sale of Browe Wood.	That he Annually receives about £. 10, by Sale of the Browe Wood cut for the Deer.	About £. 18.	About £. 15.	About £. 15 Net.	About £. 10 Net.	About £. 20.
Profit from Rabbits.		That he derives a Profit of about £. 30 per Annum from Rabbits killed within his Walk.	About £. 8.	About £. 50 Net.	About £. 40 Net.	
Stock of Cattle.	That he usually keeps 3 Horses, a Cow, and 4 or 5 Swine; but the Number of Swine he now has is 3 fattening Pigs, one Sow, and 11 young Pigs.	That he usually keeps 3 Horses, a Cow, and about 18 or 20 Swine; his present Number of Swine is 14.	That he usually keeps 3 Horses, 3 Cows, and 4 or 5 Swine; but that the Number of Swine he now has is 9.	That he usually keeps 3 Horses, and One Cow, and has at present 17 or 19 Swine of all Ages.	That he usually keeps 3 Horses, and commonly 3 Cows, the Profit of which he now has paid for three Pigs, and has at present about 70 or 80 Swine of all Ages.	That he usually keeps 3 Horses, 4 or 5 Cows, and sometimes from 15 to 20 Swine; but that the Number of Swine he now has is 20.

	William Cooper.	Thomas Toomer, Senr.	Anthony Bumpfield.	Thomas Toomer, Junior.	Edward Toomer.	James Macrell.
Profit of Live Stock.	That the Average Profit of his Live Stock is about £. 12 per Annum.	£. 12. per Annum.	£. 14. per Annum.	£. 13. per Annum.	£. 10 per Annum.	£. 12. 10. per Annum.
Collection of Rents and Dues.	That he collects no Porth Rents or Dues of any Kind.	That he collects divers small Rents from sundry Owners of Houses within the Neighbourhood of his Walk, amounting in Money to £. 3. 12. 7 1/2 Pecks of Oats, worth about £. 12. 6.—That out of the said Collections he pays to the Lord Warden's Steward, for the Life of the Lord Warden, £. 1. 5. 11. and keeps the Remainder to his own Use.	That he collects divers small Rents from sundry Owners of Houses, lying in the Neighbourhood of his Walk, amounting to about £. 11. per Annum, and 30 Bushels of Wheat, and 30 Bushels and One Quarter of Barley, worth about £. 12. 6.—That out of the said Collections he pays Yearly to the Lord Warden's Steward, for the Life of the Lord Warden, £. 9. 8. 4. and keeps the Remainder for his own Use. And that he is paid a Guinea a Year by the Deputy Surveyor, for taking Care of a new Inclosure within his Walk.	That he collects 20 Bushels of Oats, worth £. 2. 4. and keeps the Waste for his own Use. And that he has been paid, on Christmas 1786, a Guinea a Year by the Deputy Surveyor, for taking Care of a new Inclosure called Willows, but has been told by him that he is not to be allowed for repairing the Fence, from which he concludes he is not to be paid the said 4 Guineas for taking Care of it any longer.	That he collects between 40 and 50 Bushels of Oats, worth £. 4. and £. 5. and keeps the Waste for his own Use. And that he has been paid, on Christmas 1786, a Guinea a Year by the Deputy Surveyor, for taking Care of a new Inclosure called Aldridge Hill and Rhinefield Sands; but has been told by him that he is not to be allowed no more Wood for repairing the Fence, from which he concludes he is not to be paid the said 4 Guineas for taking Care of them any longer.	That he collects no Porth Rents or Dues of any Kind.
Disbursements.	That his Disbursements are—For keeping One Horse to ride, and 5 to draw Broadwood £. 15 — For One Cart, Saddle, and Harness £. 10 — For Dogs £. 10 — For Faggoning the Broadwood £. 6 — For Guns, Powder, and Shot £. 10 — For Guns, Powder, and Shot £. 10 — And for 3 Servants Wages and Board £. 40 — £. 69 —	For keeping 3 Horses £. 30 — For One Cart, Saddle, and Harness £. 12 — For Hounds and Spaniels £. 7 10 — For Guns, Powder, and Shot £. 3 — For Axes and Bowing Hooks £. 10 — For Wages and Board of 3 Servants £. 50 — And for extra Assistance in applying, bending, Dues, and Timber Stakes £. 3 — £. 98 3	For keeping One Horse to ride, and 5 to draw Broadwood £. 15 — For One Cart, Saddle, and Harness £. 10 — For Dogs £. 10 — For Guns, Powder, and Shot £. 3 — For Faggoning the Broadwood £. 6 — For Guns, Powder, and Shot £. 10 — And for 3 Servants Wages and Board £. 40 — £. 77 — 6	For keeping One Horse to ride, and 5 to draw Broadwood £. 15 — For One Cart, Saddle, and Harness £. 10 — For Hounds, Spaniels, &c. £. 7 10 — For Guns, Powder, and Shot £. 3 — For Broadwood £. 10 — Wages and Board £. 40 — And for extra Assistance £. 3 — And Hay for his Cow — £. 111 7	For keeping 3 Horses to ride, and to carry one Verrill, and draw Broadwood £. 30 — For One Cart, Saddle, and Harness £. 10 — For Hounds, Spaniels, &c. £. 7 10 — For Guns, Powder, and Shot £. 3 — For Guns, Powder, and Shot £. 3 — For 3 Servants Wages and Board £. 40 — And for extra Assistance £. 3 — And for private Information of Offences committed in his Walk £. 5 — £. 171 8	For keeping 3 Horses to carry Verrill and Broadwood £. 20 — For One Cart, Saddle, and Harness £. 10 — For Dogs and Fences £. 5 — For Guns, Powder, and Shot £. 3 — For Nets and Arrows £. 10 — For Faggoning the Broadwood £. 6 — And for 3 Servants Wages and Board £. 35 — £. 80 —
Inclosures.	That there is One Inclosure within his Walk, called Slides Inclosure, containing about 120 Acres, made in the Year 1773, in which are a great Number of young Oaks and Ash Trees, well protected from Thorns, which Trees require thinning, and also from the Places of considerable Rents, very wet and boggy, which should be drained and planted.—That the Fences of the said Inclosure be to mouth out of Repair as to admit the Deer and Cattle.—That the said Inclosure is under the Care of Pioneer Architect, Keeper of Bramble Hill Walk, who receives an Annual Salary from the Deputy Surveyor General so that Account.	That there is One Inclosure within his Walk, called Pat's Inclosure, containing about 120 Acres, made in the Year 1773, in which are a great Number of young Oaks which require thinning, and there are Places which should be drained and planted.—That the Fences of the said Inclosure be to mouth out of Repair as to admit the Deer and Cattle.—That the said Inclosure is under the Care of Pioneer Architect, Keeper of Bramble Hill Walk, who receives an Annual Salary from the Deputy Surveyor General so that Account.	That there is One Inclosure within his Walk, called Pat's Inclosure, containing about 120 Acres, made in the Year 1773, in which are a great Number of young Oaks which require thinning, and there are Places which should be drained and planted.—That the Fences of the said Inclosure be to mouth out of Repair as to admit the Deer and Cattle.—That the said Inclosure is under the Care of Pioneer Architect, Keeper of Bramble Hill Walk, who receives an Annual Salary from the Deputy Surveyor General so that Account.	That the Inclosure called Aldridge Hill and Rhinefield Sands was completed in the Spring of the Year in Sandsy were made about the Year 1777.—That he was informed that before planting the Acorns, the Inclosure was entirely cut down and felled; that the Acorns had been kept too long, and were grown before they were planted, and were planted in such a manner, as he thinks, that they will not grow.—That at every Second Step, he raised a Sod and put in an Acorn, pressing the Sod down upon it with his Foot.—That no young Tree ever got up in the Inclosure.	That the Inclosures called Aldridge Hill and Rhinefield Sands were made about the Year 1777.—That he was informed that before planting the Acorns, the Inclosure was entirely cut down and felled; that the Acorns had been kept too long, and were grown before they were planted, and were planted in such a manner, as he thinks, that they will not grow.—That at every Second Step, he raised a Sod and put in an Acorn, pressing the Sod down upon it with his Foot.—That no young Tree ever got up in the Inclosure.	That there is One Inclosure within his Walk, called Oxenell Inclosure, containing about 50 Acres, in which are many young Oaks and Berches, but many large Trees.—That the Fences are much out of Repair, and let in the Deer and Cattle.—That the said Inclosure is under the Care of the Deputy Surveyor, who receives an Annual Salary from the Deputy Surveyor General so that Account.
Inclosures.	That he has presented every Inclosure within his Walk, before his Appointment, and Orders have sometimes been issued for faggoning them open, but that all or most of the Inclosures have been continued for Want of the Courts being regularly held, and that Orders being finally executed.	That there are 3 or 4 small Inclosures within his Walk, made before he was appointed Keeper, but he has made since his Appointment.	That he has presented as many Inclosures within his Walk before his Appointment, and Orders have sometimes been issued for faggoning them open, but that all or most of the Inclosures have been continued for Want of the Courts being regularly held, and that Orders being finally executed.	That there are some Inclosures in his Walk, made before his Appointment, and some have been begun since, but that he has always continued them.	That there were a great many Inclosures made before his Appointment, but many have been begun since, but that he has always continued them.	That there is One Inclosure within his Walk, called Oxenell Inclosure, containing about 50 Acres, in which are many young Oaks and Berches, but many large Trees.—That the Fences are much out of Repair, and let in the Deer and Cattle.—That the said Inclosure is under the Care of the Deputy Surveyor, who receives an Annual Salary from the Deputy Surveyor General so that Account.

	William Cooper.	Thomas Toomer, Senior.	Anthony Bonapfield.	Thomas Toomer, Junior.	Edward Toomer.	James Manist
Rabbis.	That there are no Rabbits Warren in his Walk, but a great Number of Rabbits in the open Parks where no Timber is growing.—That Orders were given to him to destroy them about Twelve Years ago by General Bathurst his Master Keeper, and by Colonel Heywood, Deputy to the Lord Wardens, in consequence of which he continued to destroy them as long as the Value of the Rabbits caught would defray the Expence of taking them; but that no Allowance being made to him for that Expence, he was obliged to desist.	That there are no Rabbits Warren in his Walk, but a great Number of Rabbits chiefly in the Inclosure called Pitt's Inclosure, and some in the open Parks. That he does not know any, and his Cora, when he was a Boy, as the Value of the Profit he derives from them. That he never received any Orders for destroying them, but believes they might be destroyed by killing them in the Breeding Season; and he is ready to execute any Orders for that Purpose, on being paid the Expence attending it.	That there were many Rabbits in Wilverley Inclosure, before and at the Time of the Destruction of the Acorns, that he never heard of any Attempts having been made at that Time to destroy them, but thinks they are since increased in Number. That about a Year ago some Friends employed him believing by the late Surveyor General, that he thought it extremely hard, if they were to be destroyed, that he should be deprived of the Benefit of destroying them. That he understood from the Under-takers themselves, that they were to be allowed the Rabbits for their Payment as long as they could earn sufficient Wages thereby; and that, when the Numbers should be much reduced, they were to be paid for destroying the Remainder by Mr. Pitt, and had engaged to destroy the Whole in 3 Years; that he thereupon went to the Deputy Surveyor, and offered to destroy the Rabbits in less Time and for the same Allowance, but was told by the Deputy Surveyor, that the Men must proceed according to Mr. Pitt's Directions. That soon after this, he found a Faw caught in One of the Traps	That there were many Rabbits in the Inclosures within his Walk, before and at the Time of the Destruction of the Acorns; that he never heard of any Attempts having been made at that Time to destroy them, but does not believe they are more numerous now than they were. That some Friends, in Christmas 1736 he was desired by the late Surveyor General, Mr. Pitt, to destroy the Rabbits in his Walk; Mr. Pitt promising at the same Time to give an Equivalent for him from the Treasury for the Profit of the Rabbits of which he would be deprived.—That the Examinant did accordingly destroy great Numbers, and brought the Number lower than he believes they ever had before been within the Memory of Man. That finding the Expence great, he went to London, in order to state the Circumstances to Mr. Pitt, but found that he died just before his Arrival; that from that Time he drifted, so far from having engaged to repay the Expence he must have incurred by proceeding. That they are since considerably increased, but only to a number as before he began to destroy them. The Examinant admits that the Rabbits do Harm to young	That there are no Rabbits Warren in his Walk, but when he was appointed to the Office, there was a great Number of Rabbits in the open Parks near his Lodge, but he has sold his best Favours to destroy them, in consequence of Orders from Lord Delawar, his Master Keeper, and the Deputy Surveyor, and has succeeded so well, that there are very few now remaining, and he believes he shall destroy them entirely in the Course of this Winter and the ensuing Spring.	

for the Rabbits within the Inclosure, and a Fox in another, which he represented to Colonel Heywood, who is Master Keeper of his Walk, and would have come up, ere it was Time, that the People in the Neighbourhood complained, as well as himself, that Sir Sprangers were getting the Advantage of the Destruction of the Rabbits, and feared that they would have the Profit of them, if they were to be destroyed.—That Colonel Heywood immediately desired that the People employed by the Surveyor General should be prevented from killing any more, until they should receive his own Orders, directing the Examinant to proceed to destroy them as full as possible.—That the Examinant did accordingly destroy to many, that Wages could not be earned by proceeding further; and his Brother then went, at his Desire, to London, to agree with the Surveyor General for the Destruction of the Remainder, but that, when he arrived there, he found Mr. Pitt was just dead, and had since received no Orders for destroying them, in consequence of which he desisted, and they have since increased very much. The Examinant

Trees, but does not believe the Acorns in the Two last Inclosures before mentioned would have come up, ere it was Time, that the People in the Neighbourhood complained, as well as himself, that Sir Sprangers were getting the Advantage of the Destruction of the Rabbits, and feared that they would have the Profit of them, if they were to be destroyed.—That Colonel Heywood immediately desired that the People employed by the Surveyor General should be prevented from killing any more, until they should receive his own Orders, directing the Examinant to proceed to destroy them as full as possible.—That the Examinant did accordingly destroy to many, that Wages could not be earned by proceeding further; and his Brother then went, at his Desire, to London, to agree with the Surveyor General for the Destruction of the Remainder, but that, when he arrived there, he found Mr. Pitt was just dead, and had since received no Orders for destroying them, in consequence of which he desisted, and they have since increased very much. The Examinant

	William Cooper.	Thomas Toomer, Senior.	Anthony Bumpfield.	Thomas Toomer, Junior.	Edward Toomer.	James Mastell.
Rabbits <i>continued.</i>				admits that the Rabbits do Harm to young Trees, but does not believe the Aconis in Wilderley would have come up even if there had been so Rabbits there, owing to the Destruction of the Underwood, and the Condition of the Aconis before planting. That he is willing to execute any Plan, on moderate Terms, for destroying the Rabbits, but must in that Case apply for an additional Salary as Keeper, his present Allowance, independent of the Profits of the Rabbits, being insufficient.		
Coal Hearths.						That there are now a Coal Hearths in Use for making Charcoal in his Walk, all in the thickest Part of the Cove, and fenced with Bullets. He believes that they damage the Trees and Cover now there, and that small Trees and Bracchia are often Bole, and burn into Charcoal privately. That the Coal Hearths are made wherever the Collies think proper, without asking Leave of any Forest Officer, and that he never receives any Orders from the Court to forbid or remove them.

Cattle.	That he admits all kinds of Cattle (except Goats, Goats, of Cattle into his Walk (except Sheep). That he is not a Sheep, of which only a few come in from the Pasture of the Commons and (lives). That he is unable, Strangers.—That each Per- (same as depolized to by the Cattle are all depolized to by W. Cooper.) by a particular Ear Mark; but that there are Men, called Marksmen, who take Charge of any Cattle feet to them, and attend them in the Forest, and put a general Tail Mark on all that are under their Care, and own them when the Forest is driven; that the Marksmen take him i. d. per Mark for all the Cattle of each Estate Owner, and he charges, and he has often receives 12. each for all Cattle that are not Ear-marked, if belonging to Commoners in and after driving, the Cattle generally turned upon him i. d. per Mark, because the Forest. That if any are found belonging to Strangers, or not owned by the Forest, that if any are driven to the Pound at Lyndhurst, and if not owned by Twelfth or Clock at Noon on the third Day after driving, are stayed for the Use of the Lord Wardens, and turned into New Park. That Horned Cattle are generally put in only early in a forward Spring, and taken out when the Cattle are thick fit, but that Forest Cattle remain in all the Year, and do great Mischief to the young Timber and the Cover, That the Forest has not been cleared during the Peace Mandy, which his Remem-	To	be the like Effect as W. Cooper. That he believes the Marksmen take in many Cattle belonging to Persons who have no Right of Common. That the Cattle are sold during the Time for admitting them, wherever there is a right April to 1st November Grass for them, and remain (O. S.)—That the Forest has as long as the Populous not been cleared during the Peace Mandy from the Appointment, but has heard that it was done formerly.	That	That he admits all kinds of Cattle (except Goats) and that he remembers, very long Sheep). That there are great numbers, generally a good many Greys in the Forest, and he has heard that they are not Common of the Duke of Bed- because they were before admitted. And further, to the like Effect as set forth by the other Examiners, save that he never found any Cattle which belonged to a Stranger.	That	That all kinds of Cattle are admitted into his Walk (except Sheep).—And further, that he has found many Cattle which belonged to a Stranger.
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	William Cooper.	Thomas Toomer, Senr.	Anthony Bumphred.	Thomas Toomer, Junr.	Edward Toomer.	James Mansell.
Swine.	[That Swine are admitted into the Forest from the 14th September to the 11th November (O. S.) by the Lord Warden's Steward, who gives a Ticket to the Owner, expiring the Number admitted (which is called Ovasling) paying 4d. for every Hog, and 2d. for every Pig, to the Steward, for the Use of the Lord Warden, for the whole Time of Passage.	The same.	The same (except in God's Hill Bullwhich, where only 1d. is paid for each Hog, and One Halfpenny for each Pig).	The same as W ^o Cooper.	The same.	The same.
Drivings.	[That the Forest is usually driven Twice or Thrice in the Year, once for Hinds, Cattle about Midsummer, and Bantams come afterwards, and again for Swine about the Middle of Passage Time (at the Direction of the Lord Warden's Steward); and after the First Driving for Swine, the Keepers drive their own Walls as often as they think proper, for Swine only, to find that they are properly ringed; and that they demand 4d. each for all that are unringed—That the profit is 6s. 8d. to the Tenants of the Forest for afflicting him in driving—That the profits arising to him from all the Drivings are very inconsiderable, and seldom sufficient to pay that Expence.	The same.	The same.	The same; and that after the First Driving for Swine, the Keepers demand 4d. each for all that are unringed, if found in the Fourth driving, in Retirement, for Fire to the Cover, which they have done—That he and his sons drove—That he once found a Woman near to the Place where the Fire was kindled, and from the Farmers he gave when charged with leaving done it, he was convinced of her Guilt, and informed the Deputy Surveyor, who took his bond, and he is in general not much more than sufficient to pay the Expence attending it.	The same as Tho ^o Toomer, Junior; but that the Keepers have been obliged to demand only a moderate Fine, left the Owners of the Swine Bound, in Retirement, for Fire to the Cover, which they have done—That he and his sons drove—That he once found a Woman near to the Place where the Fire was kindled, and from the Farmers he gave when charged with leaving done it, he was convinced of her Guilt, and informed the Deputy Surveyor, who took his bond, and he is in general not much more than sufficient to pay the Expence attending it.	The same as W ^o Cooper.
	(Signed) The Mark of William Cooper.	(Signed) Tho ^o Toomer.	(Signed) Anthony Bumphred.	(Signed) Tho ^o Toomer.	(Signed) Edw ^o Toomer.	(Signed) James Mansell.
Flower Archery, Groom Keeper of Bramble Hill Walls.	George Maynard, Groom Keeper of Ashbri Wall.	Robert Witherington, Groom Keeper of Cattle Malwood Wall.	Stephen Burton, Groom Keeper of Ironhill Wall.	Edward Pinner, Groom Keeper of Denry Wall and the Nobles, and Crier of the Courts.	William Piper, Groom Keeper of Ladbroke and Whitely Ridge Walls.	
Sworn 20th November 1788.	Sworn 20th November 1788.	Sworn 21st November 1788.	Sworn 21st November 1788.	Sworn 21st November 1788.	Sworn 21st November 1788.	
Appointment.	[That he was appointed Groom Keeper of Bramble Hill Wall, in the New Forest, in the New Year, or about the Year 1782.	That he was appointed Groom Keeper of Ashbri Wall, in the New Forest, in the New Year, or about the Year 1782.	That he was appointed Groom Keeper of Cattle Malwood Wall, in the New Forest, in the New Year, or about the Year 1781.	That he was appointed Groom Keeper of Ironhill Wall, in the New Forest, in the New Year, or about the Year 1781.	That he was appointed Groom Keeper of Denry Wall and the Nobles, in the New Forest, in the New Year, or about the Year 1780; by the Duke of Bedford, then Lord Warden, and Warden in fee; and as Crier of the Courts of the said Forest by the Rev ^d Sir Charles Mordaunt, Bart. Lord of the Mannors of Calbury and Langley, adjoining to the said Forest.	That he was appointed Groom Keeper of Ladbroke and Whitely Ridge Walls, in the New Forest, in the New Year, or about the Year 1780; by the Duke of Bedford, then Lord Warden, and Warden in fee; and as Crier of the Courts of the said Forest by the Rev ^d Sir Charles Mordaunt, Bart. Lord of the Mannors of Calbury and Langley, adjoining to the said Forest.
Duty.	[That the Duty of his Office is to preserve the Vert and Venison, and all other of His Majesty's Rights, within his Walls.	The same.	The same.	The same.	That the Duty of his Office is to preserve the Vert and Venison, and all other of His Majesty's Rights, within his Walls.	That the Duty of his Office is to preserve the Vert and Venison, and all other of His Majesty's Rights, within his Walls.
Lodge and Land.	[That he occupies a Lodge, House, and Outhouse, and about 9 Acres of inclosed Land, worth together about £. 10 per Annum.	That he occupies a Lodge, House, and Outhouse, and about 9 Acres of inclosed Land, worth together about £. 15 per Annum.	That he occupies a Lodge, House, and Outhouse, and about 7 Acres of inclosed Land, worth together about £. 10 per Annum.	That he occupies a Lodge, House, and Outhouse, and between 3 and 4 Acres of inclosed Land, worth together about £. 10 per Annum.	That he occupies a Lodge, House, and Outhouse, and about 12 Acres and an Half of inclosed Land, worth together about £. 22 per Annum.	That he occupies the Lodge, House, and Outhouse, and about 9 Acres of inclosed Land, worth about £. 8 per Annum—That his Lodge is occupied by One of the Men employed to take Care of the Woods, and the Land belonging to it, containing about 5 Acres, by his Estate.
Salary.	[That his Yearly Salary and Allowance, paid by the Lord Warden, are as follows: Salary - £. 50 — Nobles for driving his Walk - 1 13 4 Allowance in lieu of Fuel Wood - 10 — And for small Repairs to his Lodge - 3 — £. 33 13 4	Salary - £. 50 — Nobles for driving his Walk - 1 13 4 Allowance in lieu of Fuel Wood - 10 — And for small Repairs - 3 — £. 33 13 4	Salary - £. 50 — Nobles for driving his Walk - 1 13 4 Allowance in lieu of Fuel Wood - 10 — And for small Repairs - 3 — £. 33 13 4	Salary (including £. 3 for keeping a Blind House, or Round House, at Lyndhurst) - £. 23 — Nobles for driving his Walk - 3 6 8 Allowance in lieu of Fuel Wood - 10 — And for small Repairs - 3 — £. 46 6 8	Salary for Denry Walk - £. 20 — For walking the Nobles - 1 13 4 And for Denry Wall for Denry Wall - 1 13 4 Allowance in lieu of Fuel Wood - 10 — And for small Repairs to his Lodge - 3 — £. 33 13 4	Salary for Lady Crook Walk - £. 20 — Nobles for driving his Walk - 1 13 4 Allowance in lieu of Fuel Wood - 10 — And for small Repairs to his Lodge - 3 — £. 33 13 4 The like Salary for the Whitely Ridge Walls - £. 22 13 4 And for the Widow of the late Keeper.

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	Flower Acre	Coppy Meadow	Robert Witherington.	Stephen Burton.	Edward Pierce.	William Piper.
Inclufures.	That there is One Inclufure within his Walk, called Kaverish, containing about 7½ Acres, and Part of another called the Coppy or Linwood, the Fencers of which have been out of Repair for about a Year past, but are now repairing.—That he well remembers the planting of both these Inclufures, and that the Acorns with which they were planted were grown before they were put in the ground.—That there are many young Oaks in both of them, but that the Plantation failed on some Pines, which are now planting again.—That the other Inclufures which he has the Care of are, Sloden Inclufure, in Bosbury Walk—Long Beech Hill, in Calk Milwood Walk—and Ockwell, in Bolderwood Walk, in all of which are many thriving young Trees, and also in each of them large bare Places, which should be planted again.—That the Fencers of Sloden and Ockwell Inclufures are in much out of Repair, that he is unable to keep Cattle out of them, which he has often represented to the Deputy Surveyor, but no Orders have been given	That there is One Inclufure in his Walk, called Blackwell, or Long Beech Hill, made about 15 Years ago, and Part of another, called Linwood Coppies, made many Years before, in some Parts of which Inclufure is a great Deal of young Oak and Beech Timber, but near Half of them are quite bare. Some of the Pales of these Inclufures are down; the rest are now repairing.—That they are under the Care of Flower Archbold, Keeper of Bramble-hill Walk, who is paid a Salary by the Deputy Surveyor for looking after them.	That he is paid by the Deputy Surveyor Two Guineas for keeping the Furze Lawn Inclufure in Repair.	That there is One Old Inclufure, called Woodfield, partly in Deney Walk; and partly in Lady Grafton Walk, which he has been informed was made about 90 Years ago, and is now very full of the young Oaks.—That he has heard one Little Bagher say, that when a Girl, he assisted with others in planting this Inclufure, and also Puck Pine and Bramley Coppies Inclufures; and that Pits or Beds of Three Spins of Ground each were dug a Yard apart, and Three Acorns planted trigonally in each Bed; this Half a Bushel of Acorns were chosen for each Person to plant in One Day, and that Two Regiments attended every Day during the General planting, to fit that it was properly done, and after the Ground was fully planted with Acorns, it was sown with Hawes, Hollyherry, Sles, and Halle Nuts, and Drains cut where necessary, and that Traps were set to catch Mice, and Persons attended daily to set the Traps, and keep off Crows and other Vermin, until the Pines came up.—That there is One other Inclufure in Deney Walk, called Litherice Inclufure, made about	That there is One Inclufure within his Walk, called Blackwell, made about the Year 1755, in which is a great deal of young Timber, the Fences want some Repair.	

for repairing them, nor has he been supplied with new Pales to put up in vacant Places.

the Year 1755, which was fenced with a Ditch and Bank, and a single Post and Rail, and planted with Quicks, which being found insufficient to keep out either Deer, Cattle, or Swine, it was afterwards, about the Year 1765, inclosed with a Post and Five-rail Fence, but the Walls so wide apart that the Does and young Male Deer crept in between them; and the first planting having almost wholly failed, it was then sown with Acorns Broad Cast by one John Grax, employed by Mr. Gilbert, then Deputy Surveyor, but little or no young Timber coming up, the Land was purchased by Order of the late Duke of Bedford, about the Year 1769 or 1770, and Acorns were provided for planting it again, but the Duke dying before it was completed, the planting was entirely neglected.—That the Fence was afterwards repaired by Order of the present Deputy Surveyor, but the Ground was not re-planted with Acorns, so that more than Half of it is now entirely Waste.

	Flower Archbush.	George Maynard.	Robert Witherington.	Stephen Burton.	Edward Pierce.	William Figer.
Fuel Wood.	That when any Fuel Wood has been assigned in his Walk, which has not been more than twice since his Appointment, he has always attended the marking and felling of it, and used his best Endeavours to prevent more being taken than was assigned.—That he never saw any Part of the Fuel Wood in his Walk sold, but believes it has sometimes been exchanged by some of the Claimants to Oak Timber for Repairs.	That there has not been any Fuel Wood cut in his Walk since his Appointment, to the best of his Remembrance.	That the Fuel Wood cut in his Walk is about 74 Loads Yearly, by Assignment of the Purveyor, Woodward, and Regenders. That he attends the marking and felling of the Fuel Wood as far as he is able, and uses his best Endeavours to prevent more being cut than is assigned, but he has observed that Damage is sometimes done in felling the Fuel Trees, by throwing down and destroying young Timber Trees, and Branches of Trees and Saplings near them, and then frequently cutting them with the Fuel Wood.—That the best Part of the Fuel Trees are commonly cut into Rails for the Coal Works at Newcastle, and some cut into Carl Boards for Wool combing, and the Logs and Tops made into Charcoal, and he believes that very little is really used for Fuel.	That there has been Fuel Wood cut in his Walk every Year since his Appointment, to the best of his Remembrance.—That he attends the marking of the Fuel Trees, and does all in his Power to prevent any from being cut that is not assigned, receiving a Lift from the Woodward of what is assigned.	To the same Effect as Robt Witherington.	That the Fuel Wood cut in his Walk is about 245 Loads Yearly, by the Assignment of the Purveyor, Woodward, and Regenders. That he uses his utmost Endeavours to prevent more being cut than is assigned, but he has observed that great Damage is often done in felling the Fuel Trees, by throwing down and destroying the young Timber Trees, Branches of Trees, and Saplings near them, and then frequently cutting them with the Fuel Wood.—That he believes most of the Fuel Wood assigned in Ladycroft's Walk is used as Fuel, but the best Part of the Fuel Trees assigned in Whitley Ridge, are commonly cut into Rails and Truck Wheels for the Fowls, for the Coal Works at Newcastle, and other Uses, and most of the Logs and Tops made into Charcoal, and he believes that more Trees are sometimes taken than assigned.
Coal Hearths.		That there are 4 ardent Coal Hearths now in Use for making Charcoal in his Walk, all made Woods, fenced round with Iron and Buttes; does not know that they do any Harm to the Woods or Timber, and has never discovered any Wood or Timber stolen to make Charcoal.	That there are now 4 Coal Hearths in Use for making Charcoal in his Walk, all in the Woods, and fenced with Barbed Iron Trees and Buttes, believes that they damage the Trees and Cover near them.	That there are about 8 Coal Hearths now in Use for making Charcoal in his Walk, all in the Woods, fenced round with Iron and Buttes; that he does not know that the Sun does any Harm to the Woods or Timber, but believes the Collies sometimes cut Branches of Trees that are near to the Hearths.	The same as Robert Witherington.—And that in general the Coal Hearths are made wherever the Collies think proper, without asking Leave of any Party Officers.—That 8 or 9 Years ago, the Coal Hearths were made in Woodcliffe Inchover, and on his forbidding the Collies from making any there, they told him they had Leave from the Deputy Surveyor, and the Deputy Surveyor ordered this Examiner to let them remain, to save the Collies the Trouble of carrying the Wood out of the Caves.	That there are now Two Coal Hearths in Use for making Charcoal, in Whitley Ridge Walk, close to the Woods, and fenced with Branches of Beech Trees and Buttes.
Turf and Heath.		That great Quantities of Turf and Heath are cut for the Commoners, but that if any Person cutting the Turf or Heath whom he supposes to have no Right, he forbids him.	That great Quantities of Turf and Heath are cut in his Walk by the Commoners.	That a great Quantity of Turf is cut for the Commoners, but that if he finds any Person cutting in Improper Places, he forbids them, and if they do not remove, he carries off the Turves.	That great Quantities of Turf and Heath are cut in his Walk, both by the Commoners, and by Strangers. That he has always forbid them whom he supposed to have no Right, and persecuted several at the Courts, and some Offenders have been fined for it.	That great Quantities of Turf and Heath are cut in Ladycroft's Walk by the Commoners, and he believes by Strangers.
Rabbits.		That there are no Rabbit Warrens within his Walk, but some Rabbits in the open Parts; that Orders were given to him to destroy them about 3 Years ago, by the Deputy Surveyor, in consequence of which he used his utmost Endeavours to destroy them, and there are very few now remaining.	That there are no Rabbit Warrens within his Walk, but some Rabbits in the open Parts; that Orders were given to him to destroy them about 3 Years ago, by the Deputy Surveyor, in consequence of which he used his utmost Endeavours to destroy them, and there are very few now remaining.	That there are no Rabbit Warrens within his Walk: That when he was appointed Keeper there were a great Number of Rabbits in the open Parts, but he has used his best Endeavours to destroy them, in consequence of Orders given, first by the Duke of Bedford, and afterwards by Colonel Heywood, Deputy to the present Lord Warden, and that there are very few now remaining.	That there are no Rabbit Warrens in his Walk: That when he was appointed Keeper there were a great Number of Rabbits in the open Parts, but he has used his best Endeavours to destroy them, in consequence of Orders given, first by the Duke of Bedford, and afterwards by Colonel Heywood, Deputy to the present Lord Warden, and that there are very few now remaining.	That there are no Rabbit Warrens in his Walks, but some Rabbits in the open Parts; but he has used his best Endeavours to destroy them, in consequence of Orders from the Steward to the Lord Warden, and that there are very few now remaining.
Cattle.	That all Kinds of Cattle are admitted into his Walk, and some Persons have lately turned Sheep into his Walk, notwithstanding he has forbidden them, and no Court has been held lately, has not been able to prevent them. It is unable to distinguish between the Cattle of Commoners and Strangers, &c.—(As spoken to by the other Examinants.)	That he admits all Kinds of Cattle into his Walk, except Sheep. That, &c. that the Marksmen pay him One Penny, called the Pound Penny, for the Cattle of each Fox, to the Examinants.	That all Kinds of Cattle are admitted into his Walk, and sometimes Sheep, but he always drives them back when he sees them, and to the same Effect as the other Examinants.	That he admits all Kinds of Cattle into his Walk, and sometimes Sheep. That he prevented the leading Sheep into the Forest about 3 Years ago, but so soon in the Notes Division. Notice was taken of it.—That that he used to impose about 3 Years ago he obliged Sheep, and fine the Owners of all the Owners to appear, by Shewing a Head in the late fore allowing the Cattle to Dwell in his Time, but not force, not having been so well supported in doing his Duty.—And to the same Effect as the other Examinants.	That all Kinds of Cattle are admitted into his Walk, and to the like Effect as the other Examinants.	That all Kinds of Cattle are admitted into his Walks, and to the like Effect as the other Examinants.

	Flower Archurch.	George Maynard.	Robert Witherington.	Stephen Burton.	Edward Pierce.	William Piper.
Swine.	That Swine are admitted into the Forest from the 14 th Sept ^r to the 11 th Nov ^r O. S. by the Lord Warden's Steward, who gives a Ticket to the Owner, expediting the Number admitted (which is called Ovafling) paying 4 ^d . for every Hog, and 2 ^d . for every Pig to the Steward, for the Use of the Lord Warden, for the whole Time of Passage.	To the same Effect. paying to the Steward for the Passage, for the Use of the Lord Warden, at different Rates for different Places, according to the Forest Claims.	To the same Effect.	To the same Effect.	The same.	The same as the other Examinants.
Drivings.	That the Forest is usually driven Twice in the Year, Once for Horned Cattle about Midsummer, and again for Swine about the Middle of Passage Time (at the Direction of the Lord Warden's Steward); and after the First Driving for Swine, the Keeper's drive their own Walks as often as they think proper, for Swine only, to see that they are properly ringed; and that they demand 4 ^d . each for all that are unringed during the Time of Passage, or One Shilling after that Time.—That the Profits arising to him from all the Drivings are in general not sufficient to pay the Expence attending it.	To the same Effect. That he (jointly with the Keeper of Denney Walk) pays Yearly 6 ^s . 8 ^d . to the Tenants of the Forest, for affixing him in driving; and that the Profits arising to him for all the Drivings are seldom sufficient to defray that Expence.	To the same Effect.—And that after the first Driving they demand 4 ^d . each for all that are unringed, besides One Penny per Mark, and the Pound Penny from each Owner during Passage Time; and after that Time for each Hog or Pig, ringed or unringed, but some Swine remain in all the Year.—That the Profits arising to him from all the Drivings are in general not sufficient to pay the Expence attending it.	The same as Flower Archurch.	The same. That he pays Yearly (jointly with the Keeper of Aldhurst Walk) 6 ^s . 8 ^d . to the Tenants of the Forest for Affixance; and that the Profits arising to him from all the Drivings are in general not sufficient to defray the Expence.	The same. That he pays 3 ^s . 4 ^d . for each Walk to the Tenants of the Forest for affixing him, and that the Profits arising to him from all the Drivings are in general not more than sufficient to pay the Expence attending it.
	(Signed) Flower Archurch.	(Signed) George Maynard.	(Signed) Robert Witherington.	(Signed) Stephen Burton	(Signed) Edw ^d Pierce.	(Signed) W ^m Piper.

N^o 23.

EXTRACT of a Letter from John late Duke of Bedford, late Lord Wardee of the New Forest, to the Lords of the Treasury; dated September 29th, 1763.

I Must now shew to your Lordships the radical Evil I have long complained of, and which, if not deracinated, must finally put an End to this great and noble Forest, the property by the Agency of its Soil for the Growth of Timber, and by its Vicinity to Portsmouth, to supply the Royal Navy with fine and valuable Timber. The Annual Charges which have hitherto been borne by Sales of Timber Yearly made in the Forest, to raise Money for the following Purposes, are these, viz.

The Woodward's Salary per Annum	—	—	—	£. 200	—	—
The Groom Keepers, Rangers, &c.	—	—	—	300	—	—
My Salary, as Housekeeper at Lyndhurst	—	—	—	70	—	—
The Keepers, Nobles, and Incidentals	—	—	—	57	—	—
Repairs of the Bridges, Forest Pounds, &c. amounting, communibus Annis, to	—	—	—	60	—	—
				£. 687	—	—

The Sum of £. 687 is Annually defrayed by Sales of Timber made for that Purpose; and, though to raise so large a Sum, yet, on Account of Perquisites of Bark, Lop and Top, &c. occasions a Loss to His Majesty of at least Double (if not Treble) the Sum intended to be raised, and consequently occasions much Waste of Timber. The Forest likewise bears in the same Way the Expence of new building and repairing all the Lodges of the Master and Under Keepers, the Repairs of the King's House and Stables at Lyndhurst, supporting the Rails round the Lodges, which at this Time will amount, as appears by an Estimate I have caused to be made by a skilful Workman, to at the least the Sum of £. 1,300: The Fuel allowed to the Master and Under Keepers, which allotted to them Yearly would amount, if sold, to the Value of about £. 130, and is likewise taken Yearly out of the Forest, under the like Disadvantage of Perquisites, as the foregoing Sums. All this makes so great a Charge upon the Forest that it is impossible it should, in its declining State, be long able to support it. To remedy which I make this Proposal, for your Lordship's Consideration.

The Board of Treasury has at present (as I am informed) a Contract with the Navy Board, to furnish out of New Forest 400 Loads of Oak Timber Annually at £. 1. 18. per Load, to be approved as fit for His Majesty's Navy by the Purveyor. The Price that must be given to the Merchant for Timber of like Goodness (could it be found) would be from £. 3. 10. to £. 3. 15. per Load; the Bonus given to the Navy is consequently from £. 1. 12. to £. 1. 17. per Load; the Money arising from this Sale being £. 950, is paid into the King's Exchequer. It is now proposed by me to touch this Sum or any Part of it, but to make for the Service of the Forest another Contract with the Navy Board for 350 Loads more of Oak Timber Annually, at £. 2. per Load, which will give a Bonus to the Navy of at least £. 1. 10. per Load, which will produce £. 700 a Year, as all Charges of Purveyance and Perquisites may justly be taken off, as no Person's Place will be diminished, this being an Overplus of Timber of what has been hitherto furnished for the Navy. I take upon me to assure your Lordships, that there is a sufficiency in the Forest, of the Sort of Timber which is full ripe, to afford cutting this Quantity for 80 or 100 Years, before which Time other Timber will come in Succession. Fifty Beeches at £. 1. 11. are likewise by the present Contract furnished to the Navy, the Amount of which is likewise paid into the Exchequer, and I propose that 50 more Beech may be furnished at the same Price (which may very well be spared) and will amount at least to £. 200; this Sum with the £. 700 proposed to be raised by the Contract for the additional Oak Timber, will amount to £. 900 Annually; which I propose should be applied for the Use of the Forest, in lieu of those Sums now raised by Sales of Timber, in the following Manner:

The Housekeeper at Lyndhurst's Salary	—	—	—	—	£. 70 — —
The Woodward's Salary	—	—	—	—	300 — —
His Deputy, in lieu of Perquisites	—	—	—	—	50 — —
The Groomkeepers, &c.	—	—	—	—	300 — —
Keepers, Nobles, and Incidentals	—	—	—	—	57 — —
Addition of £. 10 per Annum to each Under Keeper, in lieu of Fuel	—	—	—	—	130 — —
£. 2 per Annum to each Keeper to keep his Premises in Repair, under Inspection of the Lord Warden	—	—	—	—	26 — —
					£. 833 — —

This Sum of £. 833 is proposed to be defrayed out of the £. 900 to be raised upon the new Contract with the Navy Board, and the Residue (if any) to be paid into the Exchequer. I have proposed the Addition of £. 10 per Annum to each of the Under or Groom Keepers (as they are called in the Forest) in lieu of Fuel, as I know that what is allowed them for Fuel amounts to as great a Sum, and costs the Forest much more. The £. 2 per Annum for keeping the Premises in Repair is likewise proposed on an economical Principle, and will be sufficient, when their Lodges are once put in Repair, to keep them Wind and Water tight.

When your Lordships are pleased to make any Assignments for raising Money for His Majesty's Service out of the Forest, I must refer to my former Letter for the Measures I have there proposed for the preventing, as much as may be, those Abuses which have hitherto been practised.

I did in that Letter propose the making some new Inclosures for the raising up young Oak; but this has been so shamefully executed by those who were employed in the doing it, without any Intervention of mine, that, though the Inclosures have been perfectly well, and very expensively fenced off for above Thirteen Years past, there is not the least Appearance of Timber coming up, nor could I see even One single Oak in the Compass of several Hundred Acres; the Acorns having been thrown only upon the Ling and other Trumpery which covered the Ground, without plowing it; by which Means it remains now a good Cover for Pheasants, for which Purpose I believe it was intended by those who had the Management in the setting it out, and no other, except it might be for a Pretence of cutting a large Quantity of Timber for the fencing it. There are, I think, Three of the Inclosures which I propose to your Lordships should be re-sown with Acorns, after having been prepared for it by taking off One Crop of Oats.

N^o 24.

THE EXAMINATION of Thomas Nichols, Gentleman, Purveyor of Portsmouth Dock Yard, and One of the Regarders of the New Forest; taken on Oath the Twenty-fifth Day of November 1783.

THIS Examinant was appointed Purveyor of Portsmouth Dock Yard in the Month of December 1732.—By the Act of 9th and 10th William III. for the Increase and Preservation of Timber in the New Forest, it is Enacted, That whensoever any Wood or Timber shall at any Time or Times be directed to be felled in any Part of the said Forest, Two or more of the Verderors, and Four or more of the Regarders of the said Forest, shall have Notice thereof, and the same shall be first viewed and allowed to be felled by a Commissioner or Officer of His Majesty's Navy, and shall not be cut or felled until such View and Allowance. This Duty is performed by the Purveyor of Portsmouth Yard for the Time being, who, in pursuance of the Directions of the Act, marks all Timber and Trees to be felled in the Forest for any Purpose whatever, in the Presence of the Deputy Surveyor or Woodward, and Three or more of the Regarders: The Timber to be felled for the Use of the Navy is first marked by him, with an Assistant Builder from Portsmouth Yard; and after the Felling, he raises off the Tops in the Presence of the Regarders, and reserves all Parts that may be fit for the Navy. He directs and attends the hewing of the Trees; and when hewn, gives Notice to the Commissioner at Portsmouth Yard, who again sends an Assistant Builder to survey and take up the Timber; and if upon such Survey any Trees are found unfit for Naval Use, they are rejected; the Timber which is approved is then delivered to the

Purveyor by Indenture expressing the Number and Quantity of the Trees. The Timber is conveyed from the Forest to the Dock Yard by Contract, at the Charge of the Navy Board, and the Purveyor superintends and directs the Carriage of it to the Wharfs, and the loading of the Vessels; makes out Bills of lading for the Direction of the Master of the Vessels in delivering, and the Store Keeper in receiving the Timber at the Yard; and when the whole Quantity taken up is delivered, he certifies the same to the Commissioner at the Yard, in order that Navy Bills for the Value of the Timber may be issued to the Lord Warden, the Surveyor General, or the Woodward.

When the Tops are rased (which is marking the Trees where the Tops are to be cut off, reserving what is fit for the Navy) they are valued by the Regarders present, and afterwards sold by the Deputy Surveyor, and left to be cut off by the Purchasers. The cast Timber rejected on the Survey is also valued by the Regarders, and left for Sale under the Charge of the Deputy Surveyor. This is the Mode in which the Business has hitherto been carried on; but this Examinant begs Leave to suggest that there appears to him to be an Impropriety in leaving the Tops to be cut off by the Purchasers, and would recommend that they should be cut off at the Expence of the Crown, it being almost impossible to prevent the Hewers from being secretly connected with the Purchasers; and he believes that Advantages have sometimes been taken of the Opportunities thereby afforded of cutting off more than was intended to be sold.

He also marks all Timber or Trees to be felled for Repairs, or for raising Money by Sale; views all Windmill Trees, and selects such Parts thereof as are fit for Naval Use. These are also surveyed by the Assistant Builder, and afterwards sent to the Dock Yard, and Bills are issued for the same to the Surveyor General or the Woodward, under the Name of Casual Surveyor General's, or Casual Woodward's Timber: He likewise marks all Trees to be felled for Fuel, for which Purpose he selects such scrubbed or defective Birch Trees only as are unfit or unlikely to become fit for the Navy, or such as impede the Growth of the Oak.

He receives no Salary, Fee, Reward, Perquisite, or Emolument whatever, for the Business executed by him in the Forest as Purveyor, other than his ordinary Pay as an Officer of Portsmouth Dock Yard, except Eight Loads of Fuel Wood Yearly, of the Value of Four Pounds, or thereabouts, which his Predecessors have usually received.

This Examinant is also One of the Regarders of the New Forest chosen in the Year 1784, by the Freeholders of the County. There are in all Twelve Regarders, whose Office is to view and value all Wood and Timber sold in the Forest, and attend the Sales; to attend the marking of all Trees to be felled for any Purpose whatever; to examine into and take Cognizance of all Trespases and Offences committed in the Forest, and present them at the Forest Courts; to examine the Accounts of the Officers, and sign them if they appear to be just. The Regarders have no Yearly Salary, but are paid Two Shillings and Six Pence per Day for every Day so which they attend any Business in the Forest, by the Officer to whose Department the Business belongs. There has usually been one Fall of Naval Timber Yearly, under a Contract with the Lord Warden. All other Falls of Timber for the Navy, Repairs of Lodges or Pecces, or for Sale, are under the Charge of the Surveyor General. The Timber felled under the Lord Warden's Contract is usually marked by this Examinant, with the Lord Warden's Steward, who is one of the Regarders, in the Presence of others. The Deputy Surveyor attends the marking of the Naval and other Timber under his Charge; and the Deputy Woodward attends the assigning of Fuel Wood and Timber for Repairs of Copyhold Tenements; but though the Deputy Surveyor and Deputy Woodward are both Regarders, it has not been customary for the Deputy Surveyor to attend the marking of the Navy Timber for the Lord Warden, or the Fuel Wood or Tenants Repair Timber, nor for the Deputy Woodward to attend the marking of any Naval Timber, unless they happened to be then in the Forest on other Occasions.

The Sorts of Timber standing in the Forest are Oak and Beech. The Oak is of very different Qualities and Textures, owing to the Variety of Soils on which it grows, and to its being of several Species, and felled at different Ages; that which stands too long, and is abused by lopping, is frequently shake, or otherwise considerably defective. Though the Oak flourishes best in a rich, deep, loamy Soil, yet there are few Soils in the Forest where it does not grow, and to a large Size; and if felled in proper Time, and not abused, proves to be useful, good Timber; and no Timber that he has ever seen is in better Form for Ship-building, or produces a greater Number of Kees of the best Kind. The Causes which contribute to the Injury, and prevent the Growth and Propagation of Timber in the Forest, are, First, the destructive Practice of the Cottagers and others lopping and healing the Trees in a most shameful Manner, particularly about Cadoam in Castlewood Walk, and Lyndhurst in Ironhill Walk; the Tenants and others cutting of Fern, which he is informed they have no Right to do; and the Keepers constantly cutting the Underwood for browsing the Deer. He judges these to be Two of the most injurious Customs in the Forest; the mowing of Fern destroys the young Timber Plants as fast as they come up, and the cutting the Underwood that would nurse and protect them from Injury; by these Means the detached Parts of the Woods are prevented from uniting and extending themselves. The Forest

Forest would produce vast Quantities of Timber, was it not for those Practices, as is verified in every Instance where there are no Deer, and where the Underwood is suffered to grow. Many Parts of the Forest and some of the Inclosures are overrun with Rabbits, and sooting can be more prejudicial to young Timber than these Vermin. The Claimants going into the Woods, and cutting their own Fuel Wood, though there is much Care taken in marking nothing for Fuel but small inferior Beech Trees, and such as impede the Growth of the Oaks, yet so most of them fell their Fuel, and it is not applied to that Use, there are strong Inducements to take what is not marked for them, and they are not easily detected in doing it: Beside the Damage done to the Woods in felling it, great Mischief is also done to the young Timber and Wood by the Forest Colts and Affes, which are suffered to remain in the Forest all the Year. If these Evils were removed, and the Woods properly thinned from Time to Time, the Fences of the present Inclosures put in good Repair, and kept up, and the Inclosures well attended to, by planting the vacant Places, and thinning where necessary, and other Plantations judiciously made, and rightly managed, the Forest would become One of the best Nurseries for Timber, perhaps in the World, and go a great Way towards supplying Portsmouth Yard with Naval Timber.

(Signed)

THO^s NICHOLS.N^o 25.

The EXAMINATION of Henry Tombes, Deputy to the Surveyor General of His Majesty's Woods and Forests, for the New Forest, and one of the Regarders of that Forest; taken on Oath the Seventeenth December 1788.

THIS Examinant was first appointed Deputy Surveyor General for the New Forest, by John Pitt, Esquire, late Surveyor General, in the Year 1778, at the Yearly Salary of Fifty Pounds. He has usually taken as Perquisites belonging to him the old Polls, Pales or Rails, left on repairing any Fences belonging to the Forest; he has also usually received Five Shillings a Year from each of the Regarders, on settling with and paying them for their Attendance on any Business in his Department; and One Shilling per Lot for each Lot of Timber, Wood, or Bark, sold in the Forest, from the Purchasers of such Lots; he cannot set forth the Amount of those Perquisites, not having kept any Account of them.

The Fees and Perquisites received by him for the late Surveyor General, were Two Shillings, as Chip Money, for each Naval Tree, paid by the Purchasers of the Logs and Tops of such Trees, for which an Allowance was made to them in the Price paid for the same; also a Poundage of Five per Cent. on the Amount of the Sales of the Logs, Tops, and Bark, and Sales of Calf Naval Oak or Beech, or any other Timber or Wood sold in the Forest, which Poundage was deducted by this Examinant out of the Produce of the Sales, and accounted for to the Surveyor General; also a like Poundage of Five per Cent. on the Amount of all Estimates for Buildings, Repairs, or other Works of any Kind done in the Forest, the Estimates being so calculated as to admit of the said Deduction of Five per Cent. for the Use of the Surveyor General. All Trees felled in the Forest for the Navy, for Sale, Repairs, Fuel, or any other Purpose, are first viewed and marked by the Purveyor of the Navy, in the Presence of Four or Five of the Regarders of the Forest, and sometimes more. There have been usually Two Falls of Timber Yearly for the Use of the Navy, one of Five hundred Loads of Oak and Fifty Beech Trees, under the Care of the Surveyor General, and another Fall of Three hundred Seventy Loads of Oak and Fifty Beech Trees, under the Care of the Lord Warden, besides extra Falls of Timber occasionally made by Special Warrants, which are also under the Surveyor General's Charge. This Examinant always attends on the marking and surveying of the Navy and other Timber in the Surveyor General's Department, and sometimes, but not always, on the marking of the Navy Timber in the Lord Warden's Department; and he also attends on the affigning of Fuel Wood for Cox Lease House, being held under a Lease from the Crown, but he very seldom attends on the affigning of any other Fuel Wood, or of Timber for Repairs for the Copyhold Tenants. The Timber for the Navy is first marked by the Purveyor, with another Officer from the Dock Yard, in the Presence of the usual Number of Regarders; and after the Trees are felled, and the Bark stripped off, the Tops are raised by the Purveyor, which is marking them where they are to be cut off for Sale, leaving what is fit for the Use of the Navy, and the Tops are then sold by Auction, and left to be cut off by the Purchasers, and it frequently happens that the Persons employed to hew the Timber for the Navy are the Purchasers of the Logs and Tops, or connected with them, and he believes that Instances have happened of a greater Quantity of Timber than was marked for Sale, and sometimes Pieces fit for the Navy, have been cut off and carried away, and no effectual

Means have yet been used to prevent such Abuse. The Timber for the Navy is afterwards surveyed by the Purveyor, with an Officer from the Dock Yard, and the usual Number of Regarders, and if any is found unfit for Naval Use, it is rejected and marked as Cast Timber, and valued by the Regarders for Sale; such Cast Timber as arises from the Falls in the Department of the Lord Warden, is taken into the Care of the Lord Warden's Steward, and sold by him, and such as arises in the Department of the Surveyor General is received into the Care of the Deputy Surveyor General, to be sold by him, and is generally sold by Auction, at the next ensuing Sale of the Tops of Navy Beech Trees, and accounted for to the Surveyor General; but for some Years past the Cast Timber has not been sold at the regular Times, owing to a Combination among the Purchasers not to give the Price at which it had been valued by the Regarders.

The Two last Sales of Tops and Bark were advertised in the Southampton and Salisbury Newspapers, and Notices fixed up in the Market Towns in the Neighbourhood of the Forest, about Ten Days or a Fortnight previous to the Days of Sale; but on all former Sales since his Appointment a written Notice only was sent to the neighbouring Towns, about a Week or Ten Days before the Sale.

When any Lodges or Buildings in the Forest are to be re-built or repaired, after the Matter has been referred to the Surveyor General, this Examinant, by his Order, has usually employed a Workman to make an Estimate of the Expence, and has returned it to the Surveyor General, who reported the same to the Treasury; and after Warrants have been issued for performing the Works according to such Estimates, this Examinant has usually undertaken the Execution of the Business on the Terms of the Estimates, and employed Workmen to perform the same accordingly, accounting to the Surveyor General for his Possession of Five per Cent. on the Amount of such Estimates; it has not been usual since he has held the Office for the previous Estimates to be made or delivered upon Oath, or for any of the Regarders or any other Person to be employed to oversee, inspect, or examine the Execution of the Works, or the Accounts of the Expences thereof, or for the Estimates or Accounts of such Works to be presented or examined at the Forest Courts. When Timber is wanted for performing such Works or Repairs, the Quantity which is usually specified in the Warrant is set out by the Purveyor of the Navy, in the Presence of the usual Number of Regarders. The Quantity is not delivered by Measure but by Estimation, and if any Surplus remains above what is actually used, this Examinant takes it for his own Use, as Part of the Allowance of the Estimate.

This Examinant sometimes attends on the assigning of Fuel Wood, but not often, as he lives at a great Distance from the Places where it is usually cut. The Sort of Wood cut for Fuel is Beech, such as is not likely to be fit for the Navy, but robs and damages the Oak. After it is assigned, the Parties make what Use of it they think fit; great Part of it is converted into Rails and Trucks, for the Use of the Coal Works at Newcastle, and is generally prepared for that Purpose in the Forest; no Time is limited for taking it away, and no Officer of the Forest attends the felling of it, and he has seen Smoals of Trees cut without having been marked, supposed to have been stolen by those employed in cutting the Fuel Wood; and he once seized a Tree so stolen, and the Offender was afterwards prosecuted, and fined for it.

There have been no new Inclosures made in the Forest since the Time of his Appointment, but he remembers that at that Time the Inclosures at Rhinefield, Wilverly, and Aldridge Hill, were much infested with Rabbits. He has been informed, that there were Rabbits in those Places at the Time of making the Inclosures, and that the Buthes which grew there were grubbed up at that Time; whatever young Trees have come up there, except a few in Rhinefield Inclosure, have all been destroyed by the Rabbits, and the making the Inclosures in those Places seems to have answered no other Purpose than converting the Ground into fenced Warrens, and making Inclosures for the Keepers Cattle.

About the Year 1785, this Examinant, by the Direction of the late Surveyor General, brought Four Persons from Dorsetshire to destroy the Rabbits in the Forest. Those Persons destroyed a great Number during the Time they stayed there, and would have engaged to destroy the Whole, for the Profit of the Rabbits only; but the Keepers, who make considerable Profits from the Rabbits, fearing they should lose that Advantage, gave every Opposition they could to the Men employed in destroying them, who were at length obliged to desist.

This Examinant is now employed in executing a Warrant from the Treasury, for repairing the Fences of an Inclosure, called Liowood Coppice, which was made about the Year 1772, but was wilfully set on Fire about Two Years ago, when above Eighty Acres of it were totally consumed. The Method followed by him in planning is to dig Pits or Beds about Two Feet broad, at the Distance of a Perch from each other, and to set Three or Four Acorns in each Bed, but without sowing Hawes, or planting Bushes, or any other Thing with them. The digging and planting is done by Contract, at 13s. 4d. per Acre, including Acorns; and the new Fencing, which consists of Posts, double Rails, and Pales, is done at 6s. 6d. per Rod, under the Inspection of this Examinant. The Inclosures called Long Beach Hill, Raven's nest, Sloden, and Ashley Inclosures, are

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also included in the said Estimate and Warrant, and are to be repaired and re-planted in the same Manner, as are likewise the Inclosures called Rhinefield, Sandys, and Aldridge Hill Inclosures, but the latter is now so infested with Rabbits, that it can answer no useful Purpose to re-plant them till they are destroyed. The new fencing and planting of the Inclosures now under Repair is done by Contract, by one Isaac Sign, at the Prices above expressed, and this Examinant has no Profit from executing these Works, nor is any Poundage taken or to be taken thereon for the Use of the present Surveyor General; but for superintending the Execution of the Works comprised in the said Estimate this Examinant has an Allowance amounting to about One hundred Pounds, exclusive of his ordinary Salary.

This Examinant has also received Orders to make Estimates of the Expence of repairing and re-planting all the other Inclosures in the Forest, the Fences of which have been for a considerable Time past so much out of Repair as to admit the Deer and Cattle. This Examinant not having been provided with Pales for making small Repairs, and having no Authority for making any Repairs without a Warrant from the Treasury, and thinking these small Repairs too trifling for an Application to the Surveyor General to procure a Warrant from the Treasury for that Purpose alone.

This Examinant is also One of the Regarders of the said Forest, chosen in or about the Year 1781, by the Freeholders of the County. The Duty of the Regarders he conceives to be to attend on the marking of all Trees to be felled in the Forest for any Purpose whatever, and to take Cognizance of any Offences or Trespases committed in the Forest, and present the same at the Forest Courts. The Regarders have not any Yearly Salary, but are allowed 2s. 6d. per Day for every Day on which they actually attend any Business in the Forest, which is paid by the Officer in whose Department the Business is executed. It has not been usual for the Deputy Woodward to attend on the marking of Timber to be felled in the Surveyor General's Department, not for the Deputy Surveyor General to attend the marking of Fuel Wood or Tenants Repair Timber, which is in the Woodward's Department, unless they happened to be in the Forest on other Business; but the Deputy Woodward being also a Regarder, it has been customary for this Examinant to pay him the Regarder's Allowance, and to receive the like Allowance from him, in the same Manner as if they actually attended the whole Business in both Departments. The Fees or Allowances received by this Examinant as Regarder have amounted, one Year with another, to about £.16 a Year. He admits that the Duty of the Office of Regarder is incompatible with that of any other Office of the Forest, the Regarders being intended as a Check on the Conduct of the other Forest Officers; but he doubts whether a sufficient Number of Regarders could be got to attend the Business of the Forest, if none of the Forest Officers were chosen Regarders, the Allowance of 2s. 6d. per Day being inadequate to the Trouble and Loss of Time, and often insufficient to defray the Charge of Horse Hire and other Expences, which the Regarders are put to in attending the Business of the Forest.

(Signed) HENRY TOMBES.

N° 26.

AN ACCOUNT of Monies expended in re-building and repairing the several Lodges in the New Forest, and repairing the King's House at Lyndhurst, and of rough Timber allowed for the same, from 1761 to 1787, both inclusive.

Date of Warrants.	Works ordered.	Sum laid out.	How supplied.	Rough Timber allowed.
		£. s. d.		
7 March 1761.	Repairs of Bolderwood Little Lodge and Pales — —	133 16 4	By Wood Sales.	Loads. 60
20 Feb ^r 1764.	Re-building Lady Cross Lodge	177 9 9	By Debiture on Land Revenue.	
16 April 1767.	Repairing Irons-Hill Master Keeper's Lodge, and re-building the Under Keeper's Lodge — —	1,292 11 9	By Wood Sales. — £. 300 — — By Debiture on Land Revenue — — £. 992 11 9 £. 1292 11 9	
11 Feb ^r 1768.	Repairs at Burley Lodge	1,022 16 1	By Wood Sales.	
14 July 1768.	Repairs at the Pond at Burley Lodge — — —	349 5 —	By Wood Sales.	40
28 May 1771.	Repairs at Rynfield Lodge. Estimate — — — The Works done exceeded the Estimate — —	199 8 10 64 — 4	By Sale of Alder Trees.	8
18 June 1771.	Repairs at Bolderwood Lodge	493 7 6	By Wood Sales.	98
3 June 1773.	Re-building Ashley and Broomy Lodges, and repairing those of Ashurst, Bramble Hill, Cattle Malwood, Dinney, Eyeworth, Lady-Cross, and Whitley Ridge Walks —	631 16 9	By Wood Sales.	57
3 June 1773.	Repairing Rynfield and Ashurst Lodges — — —	519 11 6	By Wood Sales.	43
22 March 1774.	Repairs at the King's House at Lyndhurst — — —	381 5 4	Out of Land Revenue.	
22 June 1775.	Repairs at Rynfield Great Lodge	270 — 2	Out of Land Revenue.	18
26 March 1777.	Repairs at Ironhill Lodge — —	496 1 6	By Wood Sales.	40
11 August 1780.	Repairs at the King's House and Stables at Lyndhurst, and at Rynfield, Wilverley, Broomy, and Ashley Lodges, estimated at £. 986. 18. but charged in the Accounts of the Surveyor General at — —	931 14 9	By Wood Sales.	846
20 Nov ^r 1781.	Repairs at Bolderwood Master Keeper's Lodge — — —	712 7 4	By Wood Sales.	
22 March 1782.	Repairs at the King's House at Lyndhurst, estimated at £. 524. 13. 11. but charged in the Accounts of the Surveyor General at — —	526 3 9	By Wood Sales.	30
22 March 1782.	Repairs at Rynfield Master Keeper's Lodge, and at Ashley, Irons-Hill, Broomy, Eyeworth, Cattle Malwood, Whitley Ridge, Bramble Hill, Dinney, Lady Cross, and Holmsley Lodges, £. 240. 2. 6. and for the Purchase of 28 Loads of rough Timber to be used in the said Works, £. 70, in all	310 2 6	By Wood Sales.	
	Carried forward - £.	8,511 18 7	—	4781

Dates of Warrants.	Works ordered.	Sums laid out.	How supplied.	Rough Timber allowed.
	Brought over —	£. 5,511 18 7	— —	47½
11 May 1782.	Repairs at Ashburn Lodge —	55 15 —	Out of Fines of Crown Leases.	
17 July 1786.	Repairs at Bolderwood Master Keeper's Lodge —	321 19 10	By Wood Sales.	25
24 Sept 1787.	Repairs at Irons-Hill Master Keeper's Lodge —	541 7 2	{ Out of Navy Bill for the preceding Fall of Navy Timber.	
	N. B. The original Estimate for the last-mentioned Repairs amounted to £. 931. 13. 8. but was reduced to £. 541. 7. 2. in Consequence of a Report from the Commissioners of the Land Revenue.			
	Total of Repairs under the Direction of the Surveyor General	9,431 — 7		
	Repairs at the King's House, Garden, and Stables at Lyndhurst, as charged in the Accounts of Lieutenant Colonel Heywood, Deputy of His Royal Highness the Duke of Gloucester, Lord Warden of the said Forest, from 1771 to 1787, as by Appendix, N ^o 42. —	527 7 7	By Navy Bills, &c.	
	Total - £.	9,958 8 2		50½
		£. s. d.		
		3,084 6 2	By Wood Sales and Navy Bills.	
		1,877 2 —	Land Revenue.	
		£. 9,958 8 2		

N^o 27.

REFERENCE from the Treasury to the Commissioners of the Land Revenue, upon an Estimate of Repairs to be done at Iron's Hill Lodge, in New Forest.

Gentlemen,

HAVING laid before my Lords Commissioners of His Majesty's Treasury a Report of the ailing Surveyors of the Woods, on a Memorial of Lieut. Col. Heywood, Deputy to the Lord Warden of New Forest, rating that Iron's Hill Lodge in that Forest is in a very ruinous Condition, wherein the Surveyors transmit an Estimate of such Works and Repairs as appear necessary to be done at the said Lodge, and the Outbuildings thereto belonging, which amount to £. 931. 13. 8. and propose that they may be authorized to defray the Expence of the same out of a Navy Bill, which they request may be made out to them for 1,000 Loads of Timber felled in New Forest, and delivered for the Use of the Navy since the Death of the late Surveyor of the Woods;—I am commanded by their Lordships to transmit the same to you for your Consideration, and to desire you will report to my Lords your Opinion thereupon.

I am, Gentlemen,

Treasury Chambers,

8th May, 1787.

Comm^{rs} Land Revenue,

Your most humble Servant,

THO^s STEELE.

To

APPENDIX, N° 47.

97

To the Commissioners of the Land Revenue.

Gentlemen,

IN pursuance of the Directions contained in your Warrant of the 8th of May last, requiring me to make an exact Ground Plan of the Lodge and Offices at Iron's Hill, and to survey, examine, and estimate the several Repairs now necessary to maintain the same in a proper Condition for the Residence of the Master Keeper of that Walk, I have accordingly viewed the said Lodge and Buildings, and taken a Plan thereof; and having examined the Estimate sent to me, and considered the State and Condition of the Buildings, and of the Repairs necessary to be done thereto, I have set down opposite to the several Articles of the said Estimate the Sums for which, in my Judgment, the Repairs of each Kind wanting and necessary to be done may be performed: The Plan and Estimate are herewith laid before you, and

I am, with due Respect, Gentlemen,

Horse Ferry Road, Wexham,

Your most obedient humble Servant,

July the 10th, 1787.

JN^O MARQUAND.

COPY of Estimate of Repairs said to be necessary to be done at Iron's Hill Lodge, in the New Forest; with Remarks.

To the Lodge.	Sums charged in Estimate.			May be done for.		
	£.	s.	d.	£.	s.	d.
To repair the Lead Gutters, Flashings, &c. upon the Lodge, and change Part for new, and the Lead Pipes and Boarding and Beaters —	21	14	6	21	14	6
To repair the Tiling and Slating, and new tile and rip a great Part thereof, and make good Timbers and Boarding —	38	4	8	38	4	8
To repair and paint the Parapets and Gables, and under the Windows, and repair the Brick Work in the Foundations, &c. —	27	18	6	16	—	—
To repair and putty the Sashes and Doors, a Part to be new, and other outside Work, and new paint the Whole —	76	9	—	50	—	—
To repair all the Inside Wainscots, Doors, Shutters, and Floors, and Hinges, Locks, and other Fastenings —	29	15	—	20	—	—
To lay a new Stone Floor to the Passage, and to repair the other Brick and Stone Floors, and the Ovens, Copper, Boilers, and Stoves, &c. —	38	4	—	25	—	—
To new wainfoot the Water Closet, and repair the Pump, Lead Pipes, Cistern, Brass Work, &c. —	25	8	6	20	—	—
To paint all the Inside Wainscots and other Wood Work, and Stucco about the Lodge —	115	10	6	70	—	—
To repair and white all the Plasterings —	16	8	—	16	8	—
To put new Stone Steps to Wine Cellar, and shore up the Timbers, and new Door and Door Case —	23	6	—	20	—	—
To the Brick Stables, Brewhouses, and Coach Houses.						
To put Two Pair of new Coach House Doors, and repair the other Wood Work —	25	4	—	20	—	—
To repair the Brick Walls and Pavements —	12	16	—	10	—	—
To repair the Lead Gutters and Tiling, the Plastering and Linings, and the Racks and Mangers, and boarded Floors —	24	10	—	15	—	—
To make good the Glaze in Windows, to repair the Turret, to Clock, and new paint all the outside Wood Work —	15	—	—	15	—	—
To the Hack Stable, Barn, and Cow House.						
The whole of these Buildings are in so ruinous a State, that the greatest Part thereof require to be re-built, which with the old Materials will cost —	191	8	—	—	—	—
Remark. I do not see any Necessity for pulling down these Buildings, which I think may be repaired for Forty Pounds —	—	—	—	40	—	—
A Cart House to be repaired and new thatched —	12	16	—	4	—	—
To repair all the Yard and Garden Fences —	31	9	—	15	—	—
15 Rod of new open Pale Fence, plained and painted Green, at £. 2. 4s. —	33	—	—	—	—	—
Remark. I do not find that it is wanted, or necessary to be done.	—	—	—	—	—	—
40 Rod of new outside Pale stout Fence to Paddock or Park, at 2s. 6d. —	53	—	—	—	—	—
Remark. I do not see any Necessity for new Fence.	—	—	—	—	—	—
36 Rod of old repaired and spurd, and Part new Pales, Nails and Posts, and the whole new ditched and banked, at 6s. 6d. —	119	12	—	50	—	—
To be repaired only.	—	—	—	—	—	—
If the Article of 15 Rod of new open Pale Fence, plained and painted Green, should be considered necessary, then to be added —	—	—	—	33	—	—
D ^r 40 Rod of new outside Pale stout Fence to Paddock or Park, at 2s. —	—	—	—	42	—	—
£.	931	13	8	541	7	2

B b

N° 28.

N^o 28.

New Forest.—EXTRACT from the Prefement of the Grand Jaquet at the Court of Swaimore, held at Lyndhurst in the said Forest, the 14th Day of September, 1719.

WE present, That we humbly conceive that the great Sum of Money granted and risen in the said Forest, which hath been above £. 7,000, besides 390 Loads of Timber for Repair of Lodges, in Four Years past, with Navy Trees, &c. if not lessened, must in a short Time utterly destroy the said Forest.

N^o 29.

The Verderers Memorial to the Treasury, relative to Repairs ordered to be done at sundry Lodges in New Forest.

My Lords,

WE, at the last Attachment Court held at Lyndhurst the 3d Instant, received by the Surveyor General's Deputy a Warrant from your Lordships for the raising £. 1,372. 5. by decayed Scrubbs, and for cutting down 1,082 Loads of Timber for the Repair of several Lodges therein mentioned. We have respite entering the said Warrant in our Book, until we have acquainted your Lordships, that at our last Swaimore Court, held the 14th Day of September last, the Regard did then present upon Oath, that the Drawing of the Inclosures (made by Act of Parliament) after the Manner lately done in the Inclosure in Rhinefield Walk, by taking away the Underwood and Covert, to be very prejudicial to the Growth of the young Timber.

We further pray Leave to observe, That in or about the Year 1704 several considerable Sums of Money were raised, and a large Quantity of Timber felled in the New Forest, for the like Reasons as set forth in the annexed Report; and all the Lodges and Rails said (by the then Surveyors) to be put in compleat Repair for 20 Years; ever since which has been continual Supplies of Money and Timber in great Quantities, for the same Purpose, sufficient at least to prevent all manner of Delapidations, so that it is a Surprise to us to hear of so great a Demand all at once.

Upon these and several like Reasons we think it a Duty incumbent upon us, to signify to your Lordships, we are doubtful that the Account of all the Wood Sales made in the New Forest do not come before your Lordships, as well those which are made by Order as those which are made by Officers *ex Officio*; and we are more than barely apprehensive that there is no fixed Method to the Auditor for the same, nor any Counter Check upon such Officers, either for the duly charging them with the respective Value of such Wood Sales, or the due Performance of Work in Workmanlike Manner, but chiefly it is left to the good will of the Officers.

The which as it has hitherto been very prejudicial to the New Forest, so it is demonstrably true, that if not remedied it must tend to the Destruction thereof.

We are, with all Respect,

My Lords,

Your Lordships, &c.

Lyndhurst

13th Nov^r 1724.

R. SMITH,
D. BULKLEY,
T. HOBY.

Sir,

THE Lords Commissioners of His Majesty's Treasury having read the inclosed Letter from his Grace the Duke of Bolton, and your Memorial thereupon, signifying that the Verderers of the New Forest have taken upon them to prohibit the Clerk of the Forest Court to enter their Lordships Warrant directed to you, by which you are authorised to repair the Lodges there, out of Money to be raised by Wood Sales; by which Prohibition their Warrant is rendered ineffectual, there being a Proviso therein that it should be entered in the Court Book at Lyndhurst, before the same be executed; their Lordships are pleased to direct you to tender again their

said

said Warrant to the Clerk of the Forest Court, in order to his entering the same; and in case of his Refusal so to do, their Lordships do hereby direct and authorize you to execute their said Warrant without such Entry.

Treasury Chambers;
25th March 1725.

I am,
Your most humble Servant,
J. SCROPE.

To Cha^r Withers, Esquire, Surveyor Gen^l of His Majesty's Woods.

N^o 30.

Venerable Memorial to the Lords of the Treasury, relative to Repairs ordered to be done at Burley and Holmesley Lodges, in New Forest.

To the Right honourable the Lords Commissioners of His Majesty's Treasury.

The Memorial of Richard Mile, Esquire, Sir Francis Seymour Pile, Baronet, and Jeremiah Cray, Esquire, Venerables of His Majesty's Forest called New Forest, in the County of Southampton.

Sheweth, that,

THAT your Lordships Warrant of 28th May 1755, ordering Holmesley and Burleigh little Lodges to be repaired, and for that Purpose £. 309. 16. 10. to be raised by Sale of rotund and decayed Trees (exclusive of 197 Loads and 40 Feet of rough Timber) is now executing by the Deputy Surveyor in a most fraudulent, illegal, and destructive Manner, by cutting down Timber fit for His Majesty's Navy, and by removing and disposing of other Timber privately, before the same is measured or valued by the Regarders, contrary to the Statute of the 9th and 10th King William III. for the Increase and Preservation of Timber in the said Forest.

That the said Lodges in or about the Year 1734 were thoroughly repaired, and for that Purpose a large Sum of Money raised by Sale of rotund and decayed Trees; but since that Period the late and present Lessees of Burleigh Bailwick, in and by their respective Grants thereof, undertook and expressly covenanted with His Majesty, at their own Costs and Charges, well and sufficiently to repair and uphold all the Lodges, Houses, Fences, and Inclosures, of and belonging to the said Bailwick; and your Memorialists have now caused the said little Lodges to be carefully surveyed, and the Repairs there now wanting to be estimated by experienced Workmen of Probity and Judgment; and find that less than One Half as well of the said Sum of £. 309. 16. 10. as also of the said 197 Loads and 40 Feet of rough Timber, will sufficiently repair the said Lodges, and put them into proper and good Condition: Therefore your Memorialists are apprehensive that some Fraud and Impostion may have been practised in obtaining this Warrant from your Lordships.

That by the abusive Manner of executing such Warrants of late Years, and the great Waste and Destruction lately made of the Timber in most Parts of the Forest, and especially in Burleigh Walk, by Deputies and Under Officers, and by their Connivances, and for their private Lucre, the said Forest is reduced to a ruinous Condition, is greatly impaired in its Timber, and hath been so drained of rotund and decayed Trees, that it is become the Practice in lieu thereof to cut down thriving and good Timber for all the Sales to raise Money in the said Forest; and in cutting down Timber to be employed in Works, greater Regard is had to the Lops, Tops, and Offal Wood, which the Under Officers, though by what Law or Right is unknown, call Perquisites, than to the Fitness of the Timber for the Purposes it is ordered; which, together with the Abuses above mentioned, if not forthwith remedied and prevented by proper Regulations, will soon inevitably destroy the Timber of the said Forest, to the great Prejudice of His Majesty's Navy, and to the Dishonour of the Nation.

All which is humbly submitted.

Lyndhurst,
9th August, 1755.

Note.—The preceding Articles, N^o 28, 29, and 30, are extracted from the New Forest Court Books.

N^o 31.

Com. Survey.—A Survey of the Numbers, Quantities, and Values of all such Tymber, Dottard, and Pyewood Trees as are now growinge and yett beinge wthin the fev'all Forrests hereafter named; together with the Numbers of Acars, Yeares Growth, and p'sente Values of all the Woods and Underwoods wthin the fev'all Coppices of the said Forrests. Surveyed and taken by John Thorpe and Henry Genings, accordinge to a Comiss. and answerable to Articles of Instruccion to them and others directed in the Yeare of the Raigne of our Sov'aigne Lo^d James by the Grace of God of England, France, and Ireland the VIth, and of Scotland the XLIIth. A^d 1608.

	Tymber Trees, the Number, at top.	Worth.	Whereof may be spared.	Worth.	Pyewood & decayed Trees.	Worth.	Whereof may be spared.	Worth.
Altholt Forrest	13,031	m. c. l. i. vj.	2,000	M. viij.	L. 23,934	c. xx. l. i. M. vij. iij. xv. ij.	L. 14,000	M. l.
East Beare Forrest	5,365	m. c. l. i. d. ij. CXXX. iij. vj.	1,000	c. l. vj. l.	L. 8,314	c. l. i. vj. l. xj. i.	4,814 L.	c. l. i. d. ij. l. iij. l. xj.
West Beare Forrest	558	c. l. i. d. ij. vij. xix. iij.	100	l.	L. 655	m. c. l. i. d. iij. l. iij. x.	358 L.	c. l. i. d. ij. l. iij. x. xxxvij. x.
Pamber Forrest	8,878	c. l. i. d. M. ij. x. viij.	800	c. l. iij.	L. 2,774	c. l. i. d. ij. l. xxxvij. l. ij.	1,774 L.	c. l. i. d. l. Cxxxvij. v. ij.
New Forrest	113,927	m. c. l. i. d. lviij. viij. l. x. viij.	23,927	m. c. l. i. d. xxvij. viij. l. vj.	L. 118,072	m. c. l. i. d. x. ij. xj. x. ij.	58,072 L.	m. c. l. i. d. iij. viij. l. xj. ix. iij.
The Number of the Tymber Trees in the said Forests is	151,753 Trees.	m. c. l. i. d. lxxvij. viij. xij. ij.	The Number of the Dottard Trees is	154,252 Loads.	m. c. l. i. d. xij. iij. xxx. xvj. ij.	The Lops of Trees, Val.	—	25,000 Loads.
The Total Valewe of them is	27,827 Trees.	m. c. l. i. d. xxx. viij. l. vj. viij.	The Totall Valewe of them is	70,018 Loads.	m. c. l. i. d. viij. iij. viij. viij. iij.	Whereof may be conveniently spared, worth	—	m. c. l. i. d. ij. l. vj. l. i.
Whereof maye be spared	—	—	Whereof may be spared	—	—	The Coppice Woods w th in the New Forest is 1,304 Acars, w th is p'sent worth	—	m. c. l. i. d. ij. C. l. iij. xij. ix. viij.
Worth	—	—	Worth	—	—	The Aldermoores ther is 96 Acrs, w th may be p'sentlye felled	—	c. l. i. d. l. x. ij. xij. v. ij.

Sum Tot^{le} of all the Tymber decayed, and Fyerwood Trees, Lops of Trees, Coppices, and Aldermoores, wherof
Money may be made, and the same conveniently spared, amounteth to the Some of — — —
m. s. l. s. d.
xlj. iij. lxxij. xix. viij.

OBSERVATIONS, wth the Reasons alledged, wth wee humblye referre to yo^r Lo^{ps} Consideracōn.

The Reasons why wee take such Quantities in the fewall Forrestes is, for that all the said Trees are very old and in great Decaye.

All the said Trees are for the most Part Osake, and some small Quantities of Beech and Ash.

The most readye Meanes for Sale and Vent of the Fyerwood Trees in the Forrests abovesaid is by erectinge of Iron Milles and Glasfe Houses, makinge of Coafe, &c. and especiallye of such that lyeth farthest of from the Water, and of these cheeflye in the New Forrest.

The Sale and Vent of the Tymber Trees is First to the Countrey, next to the Coopⁿ for Barrell and Clapboardes, and lastlye to the Shipwrights of Readbridge, South^{am}, and Lymington.

It is verrey requisite that the Coppice Woodes, soe soone as they be felled, be well ditched in and hedged, and that noe younghe Saplinge Trees be felled for Hedge Stakes, nor otherwayes anye Cattle be suffered to come in them in xij Yeares after the felling of them.

N^o 32.

SURVEY of Timber in New Forest, 1707.

Lord Treasurer's Warrant.

I DO hereby direct and require, That One of the Surveyors of the Navy, and One other Commissioner of the Navy, do jointly with the Commissioner of the Navy at Portsmouth, and the Surveyor General of her Majesty's Woods Trent South, and some of the Verderers and Regarders of New Forest, take a Survey of the Timber there, and consider what Quantity and Sort thereof may conveniently be spared from thence every Year for the Use of the Navy, with regard to the Preservation of the Forest, as well as her Majesty's Benefit in the Disposal of the Offalwood, and report the same to me as soon as conveniently may be.

Windſor Caſtle, 19th June 1707.

GODOLPHIN.

NEW FOREST.

A SURVEY of Trees taken there, by Warrant from the R^t Hon^{ble} the Lord High Treasurer, dated the 19th June 1707.

PRESENT,

Isaac Townſend, Eſq ^r ,	} Comm ^{rs} .	} Navy.
Sir W ^m Gifford, K ^t ,		
W ^m Lee, Eſq ^r ,	} Surveyor.	}
Edward Wilcox, Eſq ^r ,		
Edward Wilcox, Eſq ^r , Surveyor of the Forests Trent South.		
John Hayward, Maſter Shipwright's Firſt Aſſiſtant.		
Rich ^d Carter, John Milbourn,	} Clerks.	}
Rob ^t Foulter, Tho ^s Blanckley,		

Lyndhurſt,
18th July 1707.

A SURVEY of Trees taken in her Majesty's New Forest, at the ſeveral Walks under mentioned, by Order of the R^t Hon^{ble} the Lord High Treasurer of Great Britain, dated 19th June 1707.

		N ^o of Trees.	
Sir Rob ^t Smith, Bar. K ^t	} Verderers.	Ashley	—
Sir J ⁿ S ^t Barh, B ^t K ^t		Eyeworth	—
Tho ^s Hobby, Eſq ^r		Althurſt	—
Per ^r Benetworth, Eſq ^r		Bromſy	—
		Bolder	—
Geo. Harrifon	} Regarders.	Burleigh	—
J ⁿ Barnes		Lyndhurſt	—
J ⁿ Draper		Whidey Ridge	—
Rich ^d Boden		Wilverley	—
Edw ^d Hammon		Iron's Hill	—
Per ^r Rook		Caſtle Malwood	—
		Lady Croſs	—
		Denny	—
		Holmſly	—
		Noades	—
		Rhinſfield	—
		Our Parts not ſurveyed, particularly	} 600
		Bramble Hill	
		Total	12,476

To the Right honourable Sydney, Earl of Godolphin, Lord High Treasurer of Great Britain.

May it please your Lordship,

IN Obedience to your Lordship's Commands of the 19th June, we have taken a Survey of the Timber in the New Forest, and do find therein about 12,000 Trees, which may prove fit for her Majesty's Naval Service, all of which, in our humble Opinions, may be felled within the Compass of Forty Years, by Three hundred each Year, without Prejudice to the Forest; there being so many young Trees which are not of sufficient Bigness to be useful in her Majesty's Navy now, but will be grown up to proper Dimensions by the End of the Time proposed for felling the before-mentioned Number, that the Forest will be then at least as well stocked with useful Timber as it is now, and by continuing the same Course may not only be always preserved, but improved.

There is in this Forest a considerable Number of large Beech Trees, some of which prove injurious to the young Oaks by growing too near them; of which, if One hundred were Annually spared to the Navy, they would be of very good Use therein, as well as an Advantage to the Growth of the young Timber.

We find also in the Forest a great Number of old Oaks, from the Limbs of which may be picked very useful Parts, as Knees, Standards, &c. (though the Bodies may be decayed) and therefore we propose, that Fifty of the said old Trees should be Annually cut down, and that such Parts as shall be found proper be applied to Naval Service, which will also give more Room for young Timber to come up, and be no Disadvantage to her Majesty in the Disposal of the Offal-wood.

All which is most humble submitted to your Lordship's Consideration.

Lyndhurst,
18th July 1707.

W^m GIFFORD,
ISAAC TOWNSEND,
W^m LEE,
EDW^d WILCOX,

ROB ^t SMITH,	Verderer.
JN ^o BARNES,	
RICH ^d BUDDEN,	
JN ^o DRAPER,	} Regardant
GEO. HARRISON,	
PETER ROOKE,	

4th November 1707, a Warrant was issued by the Lord Treasurer Godolphin; in pursuance of the Queen's Letters of Privy Seal, dated 25th October 1707, directing that Three hundred Timber Trees, One hundred large Beech Trees, and Fifty old Oaks, should be felled Yearly in the New Forest, for the Service of the Navy, for the Term of Forty Years.

N^o 33.

EXTRACT from the Report of a Committee of the House of Commons, appointed to consider how His Majesty's Navy may be better supplied with Timber.

6th May 1771.

As to a Survey of the Timber in the New Forest taken in 1764.

Your Committee then proceeded to enquire into the State of the King's Forests; and thereupon examined John Pitt, Esquire, Surveyor General of His Majesty's Woods; who said, with respect to the New Forest,

That upon a very accurate Survey taken a few Years ago, it appears, that there were upon that Forest 19,836 Oak Trees fit for the Navy, containing 36,662 Loads, about One Third of which are very prosperous, and one of them contain less than 70 Feet of Timber; that there are also 7,104 Beech Trees, containing 13,114 Loads; and 1,743 defective Oaks for Sales, Fuel, or Building, containing 3,836 Loads; and that he reckons that the Trees fit for Naval Uses are between a Fourth and a Fifth Part of the Timber on the whole Forest.

PARTICULARS

PARTICULARS of the Survey mentioned in the preceding Extra^d; taken from a Copy, in the Hand Writing of John Pitt, Esquire, late Surveyor General, lent to the Commissioners of the Land Revenue by his Son, William Morson Pitt, Esquire, indorsed,

"Survey of Timber in New Forest, 1764."

Walks.	Timber fit for the Navy.								Defective Oaks.		
	Oak.				Beech.						
	N ^o of Trees.	Length.	Perch.	Measurement.	N ^o of Trees.	Length.	Perch.	Measurement.	N ^o of Trees.	Length.	Perch.
Lyndhurst and Ironhill Walks }	4,500	7,416	30	82	2,684	4,604	33	84	90	167	7
Athurst Walk —	1,389	2,597	19	93	688	1,202	37	87	77	144	30
Dinney —	372	719	20	98	118	231	20	93	33	88	20
Lady Cross —	955	1,772	28	92	4	8	5	101	65	163	35
Whitley Ridge —	1,352	2,656	25	98	67	125	10	100	129	341	30
Rhinefield —	1,961	3,495	35	89	785	1,397	10	83	84	181	
Wilverley —	1,850	3,390	—	91	7	15	20	110	47	114	20
Holmesley —	477	970	45	101	—	—	—	—	9	26	
Burleigh —	361	681	3	94	356	686	46	95	37	142	38
Bolderwood —	383	857	15	111	994	2,505	32	115	123	508	20
Broomey —	685	1,224	30	89	—	—	—	—	131	331	15
Ashley —	681	1,408	17	103	1	3	10	160	107	242	5
Eyeworth —	1,780	3,458	27	97	5	9	35	97	274	354	7
Bramble Hill —	1,074	2,127	40	99	242	459	43	93	337	725	46
Cattle Malwood —	2,016	3,874	39	95	1,153	2,101	24	91	240	308	19
	15,836	36,662	33	92	7,104	13,144	35	92	1,743	3,835	43

The 19,836 Oaks meet at 95 Feet.

The 7,104 Beeches meet at 92 Feet.

N° 34.

ACCOUNT of the Number of Oak Trees, of Fifty Feet and upwards, growing in the New Forest, from a Survey taken under the Inspection of Thomas Nichols, Purveyor, and Henry Tombes, Deputy to the Surveyor General, in pursuance of an Order of the House of Commons to John Pitt, Esquire, Surveyor General of His Majesty's Woods, finished 25th May 1763.

WALKS.	Trees of 30 Feet and upwards.		Trees 25 to 30 of 30 Feet and upwards.		Growth Trees 25 to 30 Feet and upwards.		Dotted or defective Trees of 30 Feet and upwards.	
	Each.	Loads.	Each.	Loads.	Each.	Loads.	Each.	Loads.
Lyndhurst	28	45	1,606	2,190	919	1,110	13	16
Ironhill	39	45	300	600	389	503	11	13
Athhurst	308	310	801	1,613	373	640	36	204
Lady Cross	9	10	450	538	368	444	98	129
Diosey	52	73	109	143	225	245	29	51
Whitley Ridge	6	7	987	1,367	35	41	113	180
Wilverley	77	99	949	1,536	221	331	20	32
Rhinefield	25	31	691	1,085	1,033	1,434	30	50
Burleigh	13	15	130	199	63	64	22	28
Holmesley	—	—	286	453	23	30	14	19
Bolderwood	12	14	165	251	60	86	32	58
Ashly	13	13	76	78	9	9	3	3
Eyeworth	42	46	271	366	72	83	21	23
Beomey	52	77	237	382	389	491	13	19
Upper Castle Malwood	2	2	74	98	18	19	3	4
Lower Dr	21	22	573	1,443	513	625	54	88
Bramble Hill	57	67	159	208	97	111	31	26
	656	876	6,986	12,631	4,807	6,267	556	1,003

Total — 13,043 Trees — 20,830 Loads.

From considering the present timbered State of the Forest, without any Regard to how it may be improved, I conceive that about a Thousand Loads of Oak Timber may be felled Annually for Naval Uses; which I judge would produce about 900 Loads of sound, useful Timber, without being prejudicial or injurious to the Forest, as by this Supplication it will take more than Fifty Years to exhaust the present Stock; at the Expiration of which Time, with any tolerable Degree of Care and Attention, I presume there would be a Succession of an equal, if not a greater Quantity of Naval Timber than at present, arising from the young growing Timber, as there appears by the Survey to be 2,990 Trees from 10 Feet to 30 of this Kind.

(Signed) THOMAS NICHOLS,

Purveyor.

N^o 35.

AN ACCOUNT of the present Condition of the Inclosures for the Growth and Preservation of Timber, in the New Forest, as described in the Survey of that Forest made by Order of the Commissioners of the Land Revenue, by Thomas Richardson, William King, and Abraham and William Driver, in the Year 1737.

ETHERISE INCLOSURE.

	A.	R.	P.
Part in Denny Walk, containing	—	—	—
The Remainder in Whitley Ridge Walk	—	—	—
	98	2	—
	4	—	—
	102	2	—

This Inclosure has been made many Years; notwithstanding which there is no Timber at all in it, only a few young Oaks and Beech in the Corner adjoining Denny Wood, and a few scrubby Oaks and Birch dispersed about; but in the Middle there is not a single Tree (though supposed to have been planted) notwithstanding it is exceeding flat Land for Timber; but being nearly a dead Flar, the Whole of which, generally Two-thirds of the Year, is under Water, no Cut or Outlet having ever been made to carry it off; the Land itself naturally cold; and this stagnated Water intirely destroys the young Plants, as there is no Possibility of training up young Oaks without first taking off the Water, as it is so to be observed in all the Woods in this Walk, that the finest Trees grow upon the Hills, tall, strait, and clean, and fine Navy Timber; and in the Bog-teams, though the Land in fact may be better, the Trees are much shorter, with large bushy Heads, and very knotty.

This Inclosure is fenced with Posts and Five Rails, with the Addition of a Quickset Hedge; but a considerable Part is down, and much out of Repair; a very little Time ago, some mischievous Persons set Fire to the Hedge and Rails, and burnt a considerable Part.

BLACK BUSH INCLOSURE.

	A.	R.	P.
Part in Denny Walk, containing	—	—	—
The Remainder in Lady Cross Walk	—	—	—
	31	3	8
	2	—	—
	33	3	8

This Inclosure was formerly surrounded with a fine Quickset Hedge, a great Part of which is still remaining, but full of Gaps; so that it is, and has been many Years, common to all the Forest Cattle, &c. and produces nothing but a few stony Oaks, and a Number of small Birch of but little Value; here are a great Quantity of Thorns and Underwood that would protect young Oaks, was Care taken of them.

PIGNELL INCLOSURE.

	A.	R.	P.
In Whitley Ridge Walk, containing	—	—	—
	94	—	32

The Land of this Inclosure is a remarkable strong and deep Clay, very cold and wet; the Oaks thin and very scrubby, and several Acres together not a single Tree. As it is to be presumed the Whole was regularly planted with Acorns, these very wet Parts have entirely failed, no Attention having been paid to make any Drains or Outlets for the Water, which might easily have been done, as the Situation of the Wood lies favourable for it, there being a sufficient Fall both towards the North and South.

APPENDIX, N° 35.

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FURZY LAWN INCLOSURE.

	A.	R.	P.
Part in Ironhill Walk, containing	—	—	—
The Remainder in Cattle Malwood Walk	—	—	—
	34	1	36
	44	1	2
	78	2	38

In the Part in Ironhill Walk there are a few young Oaks coming up, but very trifling; and the largest Trees are getting dead at the Top, the Land lying too wet. The Pale Fence is kept in good Order.

The Soil in the Part in Cattle Malwood Walk is a good Loam. It contains a considerable Number of Young Oaks and Beech in a thriving Condition. There are also a few Timber Trees, and some Bushes. The Oak Pale in general is in good Condition, requiring some trifling Repairs.

WILVERLY INCLOSURE,

	A.	R.	P.
In Wilverly Walk, containing	—	—	—
	480	1	21

This Inclosure has been taken in about Twelve Years, and there is not any Appearance of its answering the Purpose for which it was intended, as not one Sapling is to be seen; the Pales are broken down; the Gates are continually open; Horses, Deer, and Hogs have the same Liberty of Agiling as in any other Part of the Forest; and it is stocked with great Numbers of Rabbits.

RINEFIELD SANDY INCLOSURE,

	A.	R.	P.
In Rinefield Walk, containing	—	—	—
	224	2	26

Fenced with a Ditch, Bank, and Pales; has been taken in about Twelve Years; the Fence is broken down in many Places, so that the commonable Cattle and Deer have free Ingress and Egress; and there are some Rabbits.

ALDRIDGE HILL INCLOSURE,

	A.	R.	P.
In the same Walk, containing	—	—	—
	131	1	17

Is also fenced with a Ditch, Bank, and Pales, and has been taken in about the same Time as the above; the Fence is likewise broken down; and it is stocked with Rabbits.

OCKNELL INCLOSURE,

	A.	R.	P.
In Bolderwood Walk, containing	—	—	—
	248	1	1

Was inclosed about Twelve Years since with a Ditch, Bank, and Pales; Care is now taken to keep the Deer and Beast of Common from going within the Pales; but through some Neglect in felling Acorns, or in letting the Deer and Hogs in soon after they were sown, there is no Appearance of its becoming a Coppice; some few Saplings are thinly scattered, but those so small, that before they get sufficiently strong to stand against the Forest Horses, the Fence will be entirely decayed.

P I T T S

PITTS INCLOSURE.

To Athley Walk, containing	—	—	—	A. R. P. 121 1 18
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This Inclosure has been inclosed about 14 Years, with Oak Posts and Rails, with upright Pales, the Scending of which is so small, that many of them consist chiefly of Sap, in Consequence of which some Places are already in Want of Repair.

The Soil in this Inclosure is in general of a loamy Nature, except towards the Hill, which is more gravelly, with a strong Clay underneath. The Hill at Tricker's Berry is in general sandy.

Great Part of this Inclosure is full of young Oaks, which are in a very thriving State, but so close together, that unless very soon properly thinned, must destroy each other. There are other Parts quite vacant, which should be re-planted.

SLODON INCLOSURE.

To Broomey Walk, containing	—	—	—	A. R. P. 249 2 31
-----------------------------	---	---	---	----------------------

Slodon Inclosure has been inclosed about 15 Years; the outward Fence in some Parts is weak, and wants some small repairing.

The upper Part of this Inclosure is well covered with Thorns, Yews, and Hollies, and in some Spots a good Sprinkling of Oaks and Ash, which require thinning. The Bottoms in general are wet, and would be much improved by draining. There are many vacant Spots in this Inclosure, which should be re-planted, as the Soil in many of those Spots is very good and loamy, and would produce good Timber.

RAVENS NEST INCLOSURE.

In Bramble Hill Walk, containing	—	—	—	A. R. P. 74 2 27
----------------------------------	---	---	---	---------------------

Ravens Nest Inclosure has been inclosed and planted about 10 Years; the Fences are at present in middling Condition, but will not continue many Years, on Account of the Posts and Rails being of too small Dimensions. The Land is a gravelly Soil with a Clay underneath, is well stocked with young Oaks in most Parts, and interspersed with a few larger, and some Bashes; but there are vacant Places that require re-planting.

COPPICE

COPPICE of LINWOOD INCLOSURE,

	A.	R.	P.
Part in Bramble Hill Walk, containing	—	—	173 9 19
The Remainder in Castle Malwood	—	—	315 3 8
			289 — 27

This Inclosure has been inclosed about Ten Years; the Fence in general is in middling Condition, and will not continue many Years, on Account of the Posts and Rails being of too small Dimensions.

The Part of the Fence next Fritham has been much damaged by a Fire, and wants immediate Repair very much, as the young Trees are in continual Danger of being destroyed by the Deer and Cattle. A considerable Part of the Copse was also destroyed by the Fire, and should be replanted, as the Shoots which proceed from the Stools that were burnt to the Ground will never produce so good Timber.

Many Parts are well covered with young Oak, and some of good Size, but there are several Places very thin, which require re-planting.

LONG BEECH INCLOSURE,

	A.	R.	P.
In Castle Malwood Walk, containing	—	—	145 3 —

Long Beech Inclosure has been inclosed about 11 Years with Oak Posts, Rails, and Pales, which are in tolerable good Condition, though they require some trifling Repairs.

The upper Part of this Inclosure is a poor gravelly Soil, with a strong Clay underneath; the lower Part is a good loamy Soil, and very proper for Forest Trees in general, but more particularly Oaks, which thrive extremely well, but at present are very thin, and would admit of great Numbers to be planted.

There are a considerable Number of small Beech, and some few Timber Trees, consisting of Oak and Beech.

N^o 36.

ABSTRACT of ACCOUNTS of Timber felled for the Use of the Navy within New Forest, in the County of Southampton, from the Year 1781 to the Year 1786, both inclusive, taken from the Accounts of the Surveyor General remaining in the Office of the Auditor of the Land Revenue.

R E C E I P T S.		Quantity.	Value.	D I S B U R S E M E N T S.		£. s. d.
		Leath. Feet.	£. s. d.			
Total Quantity and Value of Oak Timber felled for the Use of the Navy within the Period of this Account	—	15,209 46	39,455 15 —	Paid to Messengers for giving Notice to the Verderers, Woodward, and Reparders, of the due Execution of Warrants, and for crying the Sales in the several Market Towns within the Period of this Account	—	60 3 6
The like of casual Oak Trees found by the Surveyor cut down, and by him felled and faved from being follen	—	869 35	1,126 12 4	Paid for felling, fiquaring, and boughing Cash Naval Timber	—	104 12 —
Total Quantity and Value of Naval Beech Timber felled within the same Period	—	4,443 33	9,949 — 11½	Paid William Peckham for felling Timber in 1784	—	—
The like of casual Beech found by the Surveyor cut down, and by him felled and faved from being follen	—	103 31	160 1 — 1	Paid the Regarders for their Service and Attendance in felling out the Naval Beech, and Oak Trees, and felling the Bark, Logs, Tops, and Offal	—	534 4 —
Total Value of Bark felled	—	—	3,657 10 —	Wood thereof, at 2 s. 6 d. per Day each	—	165 16 6
Total Value of Logs, Tops, and Offal Wood of Oak Timber	—	—	3,175 2 3	Paid Expenses of Entertainment at the several Sales and Pay Days	—	—
The like of Beech Timber	—	—	613 15 10	To the Surveyor General, for his usual Allowance of 20 s. per Day for his Service and Attendance in the Execution of Warrants for	—	—
Total Value of Oak and Beech Timber refaved by the Purveyor as unfit for the Use of the Navy, and of casual Stuff felled within the above Period	—	—	1,123 13 9	Navy Timber within the above Period	—	2,363 —
				Surveyor General's Poudage on net Receipts, at 1 s. 6 d. per Pound	—	2,139 12 3
				To Ditto, for Discount and Brokerage of Navy Mills	—	1,159 12 3
				To his usual Allowance for Two nominal Deputies in this Forest, at 4 s. per Day each, for the above Period	—	4,810 4 —
				To an actual Deputy, for looking after the several Bridges, Causeways, Inclosures, and other Services, at £. 10 per Annum	—	1,235 13 10
				Paid to Andrew Emmersley, Miscellaneous Deputy, for his Salary and travelling Expenses, from 1st March 1774 to 1st December 1786 inclusive, at £. 300 per Annum	—	3,825 —
				Repair of Bridges, Causeways, and Pouds within the Forest	—	648 1 4
				Repair of Fences and Gates of Inclosures since 1778	—	329 11 6
				For gathering and planting Acorns in 1785	—	197 6 11
				Additional Salaries to seven Persons looking after Inclosures	—	524 18 5

A P P E N D I X.

N^o 36.

Survey of Timber in this Forest in the Year 1783	—	84 15 3
Attorney and Solicitor's Bills, for Expenses incurred in procuring and preserving His Majesty's Rights within this Forest	—	131 —
Paid Henry Tomlin for 10 pence incurred in delivering 1,400 lbs in 1786—	—	62 6 4
Pollage of Letters and other extra Expenses within the Time of this Account	—	38 8 5
Fees paid at the Treasury for Sign Manuals, Warrants, and Entries, and to the Auditor for auditing and settling the Accounts, and Allowance to the Surveyor General for the Charges of putting the same through the different Offices	—	897 14 6
Salaries to the Ranger and Keepers of Greenwich Park within the Period of this Account, at £. 150 per Ann.	—	1,840 — 3
To the Keeper of Greenwich Park, for gathering Leaves, and other Services	—	882 11 9½
Paid for Repairs, &c. in the Park and Gardens	—	193 13 4½
Paid for Hay for the Deer, and other incidental Expenses	—	552 19 —
To the Keepers of East and West Walks in Bere Forest, from Michaelmas 1786 to Lady Day 1786	—	950 — —
Survey of Timber in Bere Forest in 1786	—	1 — 2
To the Repair of Dutch Bridge in 1789	—	952 2 —
Paid for the Purchase of Deer from Enfield Chase, for the Use of Hampton Court Park in 1778	—	154 13 0½
Paid to the Lessee of the Manor of Bray, for his Costs on filing a Bill in the Court of Exchequer in the Name of the Attorney Genl, against the Purchasers of Estates holden of the said Manor	—	165 18 4
To the Ranger of Swinley, in Windsor Forest, for the Rent of an Under Keeper's Lodge, and for tilling the inclosed Grounds	—	535 — 8
Paid Expenses incurred in Prosecution of Persons for stealing a Piece of Cannon and Lead in Windsor G ^r Park	—	39 18 —

Wood, Forests, and Land Revenues of The Crown.

A P P E N D I X.

N^o 36.

Carried forward — £. 46,661 11 1½

Carried forward — £. 10,972 14 11

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ABSTRACT of ACCOUNTS of Wood Sales within New Forest, from the Year 1761 to the Year 1786, both inclusive; taken from the Accounts of the Surveyor General, remaining in the Office of the Auditor of the Land Revenue.

R E C E I P T S.				D I S B U R S E M E N T S.			
		£.	s. d.			£.	s. d.
Total Value of Oak and Beech Scrubs, doard and decayed Trees, and other Timber, together with the Offal Wood, Beech Tops, and Calt Naval Timber, sold within the Period of this Account	—	—	12,364 4 —	Expences of viewing, setting out, marking, and felling Timber, and stripping Bark, within the Period of this Account	—	780	2 8
Total Value of Bark, Ditto	—	—	922 13 7	Paid to the Regarders, for their Service and Attendance in setting out and marking the Timber felled, at 2s. 6d. per Day, within the same Period	—	255	— —
				Expences attending the several Sales and Pay Days	—	301	8 11
				Surveyor General's usual Allowance of 20s. per Day for his Attendance and Riding Charges in the Execution of Warrants for Wood Sales.	£. s. d.	525	— —
				Surveyor General's Poundage on the Monies received, at 13d. in the Pound, by usual Allowance	—	716	6 —
						1,241	6 —
				Fees paid at the Treasury and Auditor's Office, for Warrants, Estimates, and Entries; and to the Auditor, for stating and ingrossing the Accounts; and Allowance to the Surveyor General, for his Charges in putting the Accounts through the several Offices	—	393	19 10
				Expences of repairing Lodges and other Buildings within this Forest, defrayed by Wood Sales during the above Period	—	7,764	2 10
				Making and repairing Inclosures	—	2,992	6 1
				Making Roads and a new Bridge between Lindhurst and Rhinefield Lodge in 1782	—	826	11 2
				St. James's and Hyde Parks. { Expences of Repairs in St. James's and Hyde Parks, defrayed by Wood Sales in this Forest in 1764	—	974	9 11
Total Receipts	—	£.	13,286 17 7	Total Disbursements	—	£.	14,789 6 12
In Surplus	—	£.	1,502 8 61				
		£.	14,789 6 11				

Wood, Forests, and Land Revenues of the Crown.
A P P E N D I X, N^o 37.

A BRIEF STATEMENT of the Produce of Navy Timber and Wood Sale in New Forest, and of the Disbursements paid and allowed in the Surveyor General's Accounts thereof for the Year 1761 to the Year 1766, both inclusive; collected from the preceding Abstracts, N^o 36 and 37.

R E C E I P T S.

NAVY TIMBER ACCOUNT.

Quantity.	
Leads, Feet.	£ s d
Total Quantity and Value of Oak Timber felled for the Use of the Navy, within the Period of this Account —	15,509 44 29,655 15 —
The like of casual Oak Trees found by the Survey or cut down, and by him felled, and saved from being rotten within the same Period —	869 35 1,526 12 4
Total Quantity and Value of Naval Birch Timber felled, and by him felled, and saved from being rotten within the same Period —	4,483 22 6,949 — 11
The like of casual Birch found by the Survey or cut down, and by him felled, and saved from being rotten within the same Period —	103 31 160 — 1
Total Value of Lops, Tops, and Offal Wood of Oak Timber —	3,175 9 3
The like of Birch Timber —	613 15 10
Total Value of Cast Naval Oak and Birch Timber, and casual Stuff —	1,123 13 8
Total Value of Bark from Timber sold —	3,057 10 —

WOOD SALE ACCOUNT.

Total Value of Oak and Birch Stubbe, Dotted and decayed Trees, and other Timber, with the Offal Wood, Birch Tops, and Cast Naval Timber —	12,354 4 —
Total Value of Bark —	922 13 7

D I S B U R S E M E N T S.

Expenses of Notices, and Publication of Sales	Navy Timber Acc ^t	—	£ 60 2 6
Expenses of felling, fiquaring, and baulking	D ^r	—	8 6 8
Cast Naval Timber	D ^r	—	104 10 —
Paid W ^m Fresham, for felling Timber in 1762	Wood Sale Account	—	780 1 8
Expenses of felling out, felling Timber, and shipping Bark —	Navy Timber Acc ^t	524 5 —	789 5 —
Paid to the Bearers, for their Service and Attendance, the usual Allowance of s. 1. 6d. per Day —	Wood Sale Acc ^t	555 — —	—
Expenses of Entertainments at the several Sales and Pay Days —	Navy Timber Acc ^t	565 16 6	867 5 5
Surveyor Gen ^l Allowance of s. 1. per Day —	Wood Sale Acc ^t	251 8 11	3,188 — —
Surveyor Gen ^l Foundation Monies received	Navy Timber Acc ^t	2,663 — —	1,855 19 3
Discount and Brokerage of Navy Bills	Wood Sale Acc ^t	255 — —	1,159 12 3
Surveyor Gen ^l Allowance for the Wages of Two nominal Deputies in this Forest —	Navy Timber Acc ^t	718 6 —	1,159 17 5
Salary to the Actual Deputy —	D ^r	—	4,810 4 —
Salary, &c. to itinerant Deputy —	D ^r	—	1,215 13 10
Repair of Lodges and other Buildings	Wood Sale Acc ^t	—	3,065 — —
Repair of Bridges, Causeways, and Hoops	Navy Timber Acc ^t	—	7,794 2 10
Making a Road and a new Bridge —	Wood Sale Acc ^t	—	242 7 4
Repair of old and making new Inclosures	Navy Timber Acc ^t	337 11 6	126 11 8
Salaries to divers Persons, for looking after the Timber and Inclosures —	Navy Timber Acc ^t	2,992 6 1	3,359 17 7
Paid for Survey of Timber in this Forest	D ^r	—	187 6 11
Attorney and Solicitor's Bills —	D ^r	—	84 15 3
			131 5 —

Expenses incurred in destroying Rabbits	Navy Timber Acc ^t	—	62 6 4
Postage of Letters, and other extra Expenses	D ^r	—	38 8 5
Tinistry Fees, Auditor's Fees, and pausing Accounts —	Navy Timber Acc ^t	857 14 6	2,591 14 4
	Wood Sale Acc ^t	393 10 —	—
Salaries to the Ranger and Keepers of Greenwich Park —	Navy Timber Acc ^t	3,340 — 3	—
To the Keeper, for gathering Leaves, and other Services —	D ^r	222 11 91	4,509 4 5
Repairs, &c. to the Park and Gardens —	D ^r	193 13 48	—
Hay for the Deer, and other Expenses —	D ^r	252 19 —	—
To the Keepers of East and West Walks in Bere Forest —	D ^r	950 — —	950 0 —
Survey of Timber —	D ^r	2 — —	154 13 10
Datchet Bridge. Repair of Datchet Bridge	D ^r	—	—
Hampton Court. Paid for Deer from E. field Chase for Hampton Court Park —	D ^r	—	165 15 4
Moor of Bray. To the Keeper of the Manor of Bray, for Cofts —	D ^r	—	525 — 8
Windsor Forest. To the Ranger of Swinley	D ^r	3,780 — —	3,819 10 —
Expenses of Provisions	D ^r	39 18 —	—
To the Keeper of Bigshot Ralls, for Loss of Fuel	D ^r	—	210 — —
To the Keeper of Craubourne, Expenses in procuring Deer Stalks	D ^r	—	9 16 6
Sutton, C ^y York. Survey, and estimating Trees —	D ^r	—	49 10 —
S ^r J ^o and Hydel. Repairs in S ^r James's and Hydel Parks —	Wood Sale Acc ^t	—	924 9 11

Total Disbursements — £ 44,752 5 11
General Balance on Navy Timber and Wood Sale Acc^t — £ 14,595 3 1
Total Receipts — £ 59,348 8 11

Appendix to 5th Report of The Commissioners on the

Woods, Forests, and Land Revenues of The Crown.
A P P E N D I X, N^o 38.

N^o 39.

ABSTRACT OF ACCOUNTS OF Sir John Manners, Deceased, and his Executors, and of Sir Paulet Saint John, Baronet, late Woodwards of the New Forest, from 1761 to 1771, both inclusive, taken from the Accounts in the Office of the Auditor of the Land Revenue.

R E C E I P T S.		D I S B U R S E M E N T S.	
	£. s. d.		£. s. d.
To the Quantity and Value of Oak and Beech Timber felled in the said Forest within the Period of this Account, and delivered by His Majesty's Woodward to the Purveyor of the Navy at Portsmouth — — — — —	948 17 6½	To the Lord Warden, for his Allowance of £. 70 per Ann. towards the Repair of the Manor House and Stables at Lyndhurst, 1761 to 1769, both inclusive — — — — —	630 — —
Received by a Stubb Sale of Oak and Beech Timber to divers Persons — — — — —	555 13 —	To the several Officers and Keepers of the Forest, for their Salaries, at £. 300 per Ann. according to the Apportionment of the Lord Warden, D ^r — — — — —	2,700 — —
By the Sale of stunted and decayed Trees, Stubbs, and Moorfalls, Broken Necks, Limbs, Cast Timber, and Coalfire Wood, felled in the said Forest within the same Period — — — — —	5,667 11 8	To the Two Rangers of the said Forest, their Salaries, at £. 4 each — — — — —	72 — —
		To the Eight Keepers of the Eight Bailiwicks in the said Forest, for their Nobles, at £. 1. 6. 8. per Ann. each — — — — —	96 — —
		To the Woodward for his Salary, at £. 150 per Ann. — — — — —	1,354 — 1
		To D ^r for Poundage on nett Money received by Navy Bills, for the Oak and Beech Timber delivered to the Purveyor, at 12 d. in the Pound, being the usual Allowance — — — — —	47 7 10
		To his usual Allowance of 40s. for each Attendance at the Forest Courts, and for his Charges and Expenses in passing Acc ^{ts} — — — — —	129 — —
		To the Deputy Woodward, his Salary at £. 50 per Annum — — — — —	1,430 7 11
		To the several Regarders, for their respective Attendance in setting out Fuel Wood; viewing the Decay of Lodges, and sundry other Services — — — — —	412 10 —
		To the several Workmen, for felling Oak and Beech Stubbs — — — — —	349 — —
		To — D ^r — for taking up Moor Wood and Top Wood, &c. Money expended at the several Sales and Days of Payment — — — — —	250 7 11
		Expended by the Deputy Woodward, in giving Notices of the several Sales, and for Books, Paper, and other Necessaries — — — — —	309 9 8
		To Three of the Regarders of the Forest, for their Care and Trouble in examining and signing the Accounts, the usual Allowance of 40s. per Annum each — — — — —	630 11 10
Total Receipts — — — — —	£. 7,172 1 10½	To Fees paid to the Auditor for Entries of Navy Bills, and for examining, preparing, and ingrossing the Accounts of the Woodward for Declaration — — — — —	15 12, 6
In Surplus — — — — —	£. 22 5 11½		66 — —
	£. 7,194 7 10	Total Disbursements — — — — —	£. 7,194 7 10

N^o 40.

An ACCOUNT of all such Navy Bills issued to his Grace John, late Duke of Bedford, late Lord Warden of the New Forest, for Timber by him delivered from the said Forest, for the Use of the Navy, as are entered before the Auditor of the Land Revenue, and of the Expenditure whereof no Account has been rendered to the said Auditor.

DATES OF BILLS.	Oak Timber.					Beech Timber.					Total of each Bill.		
	Quantity.		Value.			Quantity.		Value.					
	Loads.	Fems.	£.	s.	d.	Loads.	Fems.	£.	s.	d.			
9th Jan ^r 1770	370	28	704	1	3	91	31	154	8	2	858	9	5
7th Aug ^r 1771	370	31	704	3	6½	157	45	224	14	10½	948	18	5
	741	9	1,408	4	9½	249	26	379	3	—½	1,807	7	10

An ACCOUNT of Navy Bills issued to his Royal Highness the Duke of Gloucester, the present Lord Warden of the New Forest.

											Amount of Navy Bills.			
	Loads.	Fems.	£.	s.	d.	Loads.	Fems.	£.	s.	d.	£.	s.	d.	
9th Decem ^r 1771	320	3	608	2	3½	142	31	221	1	2½	829	3	5	
17th Febr ^r 1772	50	1	95	—	9	—	—	—	—	—	95	—	9	
3d Nov ^r 1772	187	—	354	18	4½	119	3	184	10	10½	539	9	3	
7th Jan ^r 1773	181	27	344	18	6	—	—	—	—	—	344	18	6	
21st Febr ^r 1774	366	27	696	8	6	117	26	182	3	1	878	11	7	
6th Dec ^r 1774	373	1	708	14	8	133	44	207	10	3	916	4	11	
28th Nov ^r 1775	370	4	703	3	—	119	37	185	11	11	888	14	11	
18 Dec ^r 1776	370	7	703	5	3	103	43	160	19	7	864	4	10	
2d Jan ^r 1778	325	39	618	19	7	127	28	197	14	4	816	13	11	
19th May 1778	43	42	83	5	11	—	—	—	—	—	83	5	11	
26th Dec ^r 1778	382	6	725	12	2	115	13	178	13	—	904	5	2	
10th March 1780	368	27	700	4	6	114	42	178	—	—	878	4	6	
27th March 1780	2	20	4	11	2	12	29	19	9	11	24	1	1	
9th Febr ^r 1781	377	12	716	15	1	137	32	213	6	10	930	1	11	
22d March 1782	373	13	709	3	10	127	7	197	1	4	906	5	2	
15th April 1783	370	36	704	7	4	119	24	185	3	10	889	11	2	
4th May 1784	370	—	703	—	—	142	24	220	16	10	923	16	10	
6th Nov ^r 1784	371	29	706	—	—	162	26	251	18	1	957	18	1	
15th Decem ^r 1785	372	13	707	5	10	140	18	217	11	1	924	16	11	
30th Decem ^r 1786	370	29	704	2	—	133	41	207	8	5	911	10	5	
	5,946	36	11,297	18	9	2,070	18	3,209	—	6	£. 14,506	19	3	

G g

An

An ACCOUNT of Navy Bills issued to Sir Pauler Saint John, Bart. deceased, late Woodward of the New Forest, subsequent to his last declared Account, ending at Christmas 1771.

DATES OF BILLS.	Oak Timber.			Beech Timber.			Total of each Bill.
	Quantity.		Value.	Quantity.		Value.	
	Loads.	Feet.	£. s. d.	Loads.	Feet.	£. s. d.	£. s. d.
25 th May 1773	43	24	84 16 9	5	6	9 6 —	94 2 9
17 th August 1774	43	45	76 16 6	8	19	12 19 11	89 16 3
28 th December 1775	27	49	48 19 2	4	35	7 5 8	56 4 11
3 ^d June 1776	23	35	41 9 6	2	3	4 13 —	46 2 6
	144	3	252 2 —	20	13	34 4 7	286 6 5

An ACCOUNT of Navy Bills issued to Stanley George Heywood, Esquire, the present Woodward of the said Forest.

	Loads.	Feet.	£. s. d.	Loads.	Feet.	£. s. d.	£. s. d.
12 th July 1781	58	13	101 19 1	23	45	37 — 10	138 19 11
1 st October 1782	38	22	67 5 4	35	7	54 9 4	122 14 8
13 th January 1785	66	38	116 16 7	13	27	20 19 8	137 16 3
24 th May 1788	18	3	31 12 1	10	14	15 18 8	108 16 9
D ^o —	21	47	38 7 10	14	39	22 18 2	
	203	23	356 — 11	97	32	151 6 8	507 7 7

(Signed) J^N^o HOSIER,
Deputy Auditor.
16th July 1789.

N^o 41.

ABSTRACT of the ACCOUNTS of Stanley George Heywood, Esquire, Woodward of the New Forest, from 1782 to 1788; as delivered by him to the Commissioners of the Land Revenue.

R E C E I P T S.			D I S B U R S E M E N T S.			
Total Quantity and Value of Oak Timber felled in the said Forest within the Period of this Account, delivered by His Majesty's Woodward to the Purveyor of the Navy at Portsmouth	— —	203 23	£. s. d.	Paid to the several Regarders, for their Attendance in setting out the Timber, and for other Services, within the Period of this Account	— —	£. s. d.
The like of Beech Timber, within the same Period	— —	97 32	356 — 11	Paid for Notices of Sale, and to the Forest Officers to attend	— —	421 2 0
By Sale of Windfalls, Boughs, and Moorwood, within the same Period	—	—	151 6 8	To the several Workmen, for taking up Moorwood, and for working the Windfalls and Boughs sold	— —	16 16 —
			340 19 4	Expences attending the Sales and Pay Days	— —	132 1 11
				Paid for the Entry of 4 Navy Bills	— —	28 11 11
				And for Discount and Brokerage of D ^s	— —	4 4 —
					— —	27 6 3
				Total Disbursements	— £.	630 2 7
				Balance remaining in the Hands of His Majesty's Woodward	— £.	218 4 4
					£.	848 6 11
Total Receipts	— £.	848 6 11				

Wood, Forests, and Land Revenue of The Crown.
A P P E N D I X, N^o 41.

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N° 42.

ABSTRACT of the ACCOUNTS of Nathaniel Heywood, Liquorist, Deputy to His Royal Highness the Duke of Gloucester, Lord Warden of the New Forest, from 1771 to 1787; as delivered by Lieut. Col. Heywood to the Commissioners of the Land Revenue.

R E C E I P T S.			
			L. s. d.
By Amount of Navy Bills for Oak and Beech Timber			
collected in the said Forest, and delivered at His Majesty's	Oak	5,946	36
Doek Yard at Portsmouth, within the Period of this	Beech	2,070	18
Account			
By Sale of Oak and Beech Tops, Bunts, and Cask Timber, within the same			2,598 16
Period			
By Sale of Bark	D ^s		1,394 13

DISBURSEMENTS.		£.	s.	d.
Expenses attending the different Sales and Pay Days of and for the Lops,				
Tops, Official Wood, Butts and Calf Timber, within the Period of this				
Account				
And the Registers, for their Attendance viewing and setting out the Timber,		574	4	—
and attending the Sales		—	—	—
Salaries to the High Woodmen, at £. 10. per Annum		400	7	6
Salaries to the Low Woodmen, at £. 8. per Annum		300	—	—
The like to Deputy Woodward, at £. 50. per Annum		—	—	—
To the several Clerks their respective Salaries, amounting to £. 454. 6. 8		454	6	8
To the several Clerks, and 40 ^{rs} per Annum to each of them towards the Repair of		—	—	—
their respective Lodges		7675	6	—
Salary to Rangers, at £. 1. 13. s. per Annum		—	—	—
The like to Bowmen		56	4	—
To the several Foremen, at £. 10. per Annum		—	—	—
To the Steward, for his Attendance at the Forest Courts, and for fenny Ex- penses		48	18	9
To Lieut. Colonel Heywood, for Journeys, Attendance at Courts, and incidental Charges in carrying on the Forest Business, by Order of the Lord Warden, at £. 150. per Annum until the Year 1778, and since that Time £. 50. per Annum		1,500	—	—
Paid by Colonel Heywood for Entries and Assignments of Nary Bills		—	5	3
Commission for Brokerage and Discount of the		775	7	8
To Foundries on the Account of Nary Bills, from 1774, at £. 3. per Cent.		413	13	—
Expenses at Swinford Courts		429	18	0
Expenses at the different Forest Courts		14	10	—
Expenses on the Inclosures, and throwing open Inclosures		—	—	—

		To the Housekeeper at Lyndhurst, his Salary, at £. 70 per Annum	—	1,132 3
		Expenses of Repair at the King's House, Gardens, and Stables, at Lyndhurst, charged in the said Account to the Year 1780	—	£. 4 2
		To Payments for Poor Rates and Taxes, and for other Sundries, not particularly specified in the said Accounts	—	557 7
		To Labourers at the King's House and Garden	—	488 3 5
		Paid for Trees for the Garden in 1776	—	28
			—	21 16 7
				1,210 15 5
		To Carpenters and Masons Work done at the King's Farm, called The Ducery Pond, in 1774½	—	102 —
		Paid the Crown Rent for Herbage in New Forest	—	59 16 —
		Expenses relative to the Alignment of Foss to the King's House at Lyndhurst, and for the Cutting and Carriage thereof	—	44 —
		Paid for Filling the Berner Water in 1774½	—	5 —
		Paid for a Marring Iron	—	10 —
		To Advertisement, Printing, and Stationary	—	25 1 8
		To Postage of Letters within the Term of this Account	—	25 3 2
				18,654 14 4
In Surplus	— £.	164 5 8		
				18,654 14 —
			TOTAL DISBURSMENTS	— £. 18,654 14 4

In Surplus	— £.	164 5 8
	£.	18,654 14 —

GENERAL ABSTRACT of the preceding Accounts of Monies arising from the New Forest, and of Disbursements made thereout.

R E C E I P T S.

		Oak.		Beech.		Value.		
		Leads.		Leads.		£. s. d.		
		Leads.	Feet.	Leads.	Feet.	£.	s.	d.
Total Quantity and Value of Timber delivered for the Use of the Navy — —	Surveyor General's Account, N ^o 36 — — —	15,509	44	4,483	33	36,404	15	11
	Woodward's Accounts, N ^o 39 and 41 — — —	658	26	179	21	1,456	4	91
	Navy Bills to Sir Paulet S ^r John, N ^o 40 — — —	144	3	20	13	286	6	5
	D ^r to Duke of Bedford, N ^o 40 Deputy Warden's Account, N ^o 42 — — —	741	9	249	26	1,807	—	10
		5,946	36	2,070	18	14,506	19	3
		23,000	18	7,003	10			
By Sale of Casual Oak and Beech, Lops, Tops, and Offal Wood, Calt Timber, and Cas- ual Stuff — —	Surveyor General's Account, N ^o 36 — — —	—	—	—	—	6,599	5	12
	Surveyor General's Accounts, N ^o 36 and 37 — — —	—	—	—	—	3,980	3	7
	Deputy Warden's Account, N ^o 42 — — —	—	—	—	—	1,384	13	—
By Sale of Oak and Beech Stubbs, Dotard and Decayed Trees, Offal Wood, Calt Tim- ber, Casual Stuff, Windfalls, Lops, Tops, Boughs, and Moorwood — —	Surveyor General's Account, N ^o 37 — — —	—	—	—	—	12,364	4	—
	Woodward's Accounts, N ^o 39 and 41 — — —	—	—	—	—	6,564	4	—
	Deputy Warden's Account, N ^o 42 — — —	—	—	—	—	2,598	16	1
Total — £.						87,952	13	1

D I S B U R S E M E N T S.

	£.	s.	d.
Discount and Brokerage of Navy Bills — —	2,066	13	3
Monies expended in the general Management of the Forest, as charged in the preceding Ac- counts of the Surveyor General, Woodward, and Deputy Warden (N ^o 36, 37, 39, 41, and 42) — — —	57,855	9	71
Note.—This Sum includes £. 3,319. 17. 7. charged in the Accounts of the Surveyor General, for making and repairing Inclo- sures for the Growth of Timber, but is exclusive of the Sum of £. 1,877. 2 for Repairs of Lodges, drawn from the Land Revenue.			
Amount of Navy Bills issued to the Duke of Bedford, late Lord Warden, presumed to have been wholly applied in Payment of Salaries to Officers, and other Disbursements relative to the Forest (N ^o 40.) — — —	1,807	—	10
	59,662	10	51
	£.	61,729	2 81
Salaries paid to the Ranger of Swinley, in Wind- sor Forest; the Ranger and Keeper of Green- wich Park; the Keepers of Eath and West Walks in Bere Forest; and divers other Pay- ments charged in the aforesaid Accounts of the Surveyor General (N ^o 36 and 37) exclusive of the Expenditures on New Forest — — —	11,340	8	12
General Balance (as stated below) — — —	14,883	2	12
	26,223	10	41
	£.	87,952	13 1
General Balance on the Surveyor General's Accounts — — —	£.	14,565	3 —1
Navy Bills issued to Sir Paulet S ^r John, late Woodward — — —	286	6	5
Balance in the Hands of the present Wood- ward — — —	218	4	4
Surplus on the Woodward's de- clared Accounts to 1771 £. 22 5 111 The Deputy Warden is in Sur- plus — — —	£.	15,069	13 91
	£.	14,883	2 12

APPENDIX. N^o 44.

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N^o 44.

Portsmouth Dock, 14th April, 1789.

Hon^{ble} Sirs,

I N Obedience to your Directions of the 9th Instant, under-mentioned is an Account of what is paid for the New Forest Timber, distinguishing the Prices for felling, squaring, Carriage, &c. and by what Order.

	£.	s.	d.	
Oak — — —	1	18	—	per Load
Beech — — —	1	11	—	
Casual Oak — — —	1	15	—	
Beech — — —	1	11	—	

These Prices were allowed per Navy Board's Warrant 15th February 1728, and have been continued by Warrants Annually.

Felling and Squaring 1 s. 2 d. per Load, and 6 d. in Addition for such Part as is received from the Lord Warden, with an Allowance of 6 s. per Day for Two Men and Horses, being generally 40 Days in a Year; amounting to £. 12, as per Contract with Royal and William Peckham, dated 12th November 1781.

The Prices for Land Carriage depend on the different Places the Timber is brought from; but, on an Average of those Prices, amount to 5 s. 2 d. per Load, as per Contract with Abraham Bampton, John Kent, and C^o, dated 30th December 1771.

The Prices for Second Drawage are at Beaulieu and Lymington 2 s. per Load, as per Contract with John Kent, dated 3d of October 1769; and at Redbridge, including Wharfage, 1 s. 9 d. as per Contract with Mr. Poore, dated 2d June 1763. The Freight on the whole Quantity delivered is 6 s. 9 d. per Load, as per Contract with Mr. Poore, dated 30th April 1783.

The Price for Wharfage, &c. on such Part of the Timber as is shipped from Blake's Dock at Lymington, is 6 d. per Load, allowed Mr. James Newell by Warrants, One from Commissioner Gambier, dated 2d June 1777, and another from Sir Samuel Hood, dated 3d August 1778.

We farther beg to add, that the Prices of felling and squaring, Land Carriage, Wharfage, and Second Drawage and Freight, on an Average for the Year 1787, are as under-mentioned, the Delivery for the Year 1788 not being yet completed; viz.

	£.	s.	d.	
Felling and Squaring — — —	1	5½	—	per Load
Land Carriage — — —	—	5	—	
Wharfage and Second Drawage — — —	—	1	11	
Freight — — —	—	6	9	
	—	15	1½	

We are, &c. &c.

GEO. WHITE, JN^o GREENWAY, JOS^{ph} DAVIES,
THO^s GRANT.

Attested.
Geo. Marsh.

Hoc^{ble} Navy Board.N^o 45.

N^o 45.Land Revenue Office, January 13th 1789.

Gentlemen,

I N your Answer to our Letter dated 12th May 1788, in which we desired to be informed,

What Quantity of Oak Timber is Annually consumed by the Navy on an Average :

How much of that Timber is imported from Foreign Parts :

How much of it purchased from Individuals in this Kingdom :

How much on an Average supplied from the King's Forests :

Of what Nature is the Timber imported, and in what State; whether any great Timber of crooked Timber, and whether in the rough State, or converted :—

You acquainted us, on the 15th of the same Month,

That the Quantity Annually consumed by the Navy is 25,000 Loads in its rough State :

That some best Dantzick Plank is imported, and of that only about 800 or 1,000 Loads :

That about 23,000 Loads were purchased Annually from Individuals in this Kingdom :

About 2,000 Loads, on an Average of Fifteen or Twenty Years past, supplied from the King's Forests :

And, that no straight or crooked Timber is imported.

But having since been favoured with the Perusal of sundry Minutes and Letters, both of the Admiralty and Navy Board, respecting the Consumption of Oak Timber for the Supply of His Majesty's Navy, the Decret of that Article, and the Quantity of Oak Timber growing in this Kingdom fit for the Use of the Navy—we observe in one of those Minutes of your Board, that the Quantity consumed by the Navy in the Twelve Years preceding 1787 is stated to be about 50,000 Loads, which is more than 41,600 Loads Annually, on an Average.

From the great Difference between the Quantities stated in the Minute above-mentioned, and in your Answer to our Enquiries, we are led to suppose that the Average of 25,000 Loads, stated in your Letter to us, contains only the Quantity of rough Timber bought by the Navy Board from private Individuals, or from those who have the Disposal of what grows in the Royal Forests, and does not include the Timber used in building such Ships as have been purchased by the Navy Board for the Use of the Navy, but which were not constructed in any of His Majesty's Dock Yards.

And as the Object of our Enquiry is to learn what Quantity of Oak Timber is necessary for the Supply of the whole Naval Force of this Country, whenever the Ships may be built, in order that we may state the Matter fully and accurately in our Reports, so as that the Legislature may be enabled to judge how far the Measures which we shall suggest are necessary, and how far they are likely to have the Effect of obtaining in future Times an adequate Supply.—We must request that you will direct the proper Officers under you to furnish us with the following Particulars :

An Account of the Stock of rough Timber in the several Dock Yards at the Time of His Majesty's Accession, in October 1760.

An Account of the Tonnage of all the Ships or Vessels belonging to the Navy at the Time of His Majesty's Accession, in October 1760.

An Account of the Quantity of rough Timber received into each of His Majesty's Yards, from His Majesty's Accession to the present Time.

An Account of the Tonnage of the Ships built or purchased within the same Period for the Use of the Navy, and not constructed in any of His Majesty's Dock Yards; and an Estimate of the Quantity of Oak Timber supposed to be required for constructing them.

J

An

A P P E N D I X, N^o 45, 46.

125

An Account of the Stock of rough Timber in the several Dock Yards on the 31st December last: And,

An Account of the Tonnage of the Ships or Vessels belonging to the Navy on 31 December last.

If the Information which we wish to obtain can be supplied in any other Mode than that which we have suggested, we beg that it may be done in that Mode which will be attended with the least Trouble or Inconvenience to yourselves or your Officers.

We are,

Gentlemen,

Your most obedient

humble Servants,

CH^s MIDDLETON,

Jⁿ^o CALL,

JOHN FORDYCE.

The Commissioners
of His Majesty's Navy.

N^o 46.

Navy Office, 30th March 1789.

Gentlemen,

I N Addition to our Letter of the 15th of May 1788, we send you inclosed the undermentioned Accounts, desired by your's of the 13th of January last; viz.

An Account of the Stock of English Oak Timber and Knots (in rough Contents) at the several Dock Yards, at the Time of His Majesty's Accession, in October 1760; and also on the 31st of December last.

An Account of the Tonnage of all the Ships or Vessels belonging to the Navy, at the Time of His Majesty's Accession, in October 1760; and also on the 31st of December last.

An Account of the Quantity of English Oak Timber and Knots (in rough Contents) received into each of His Majesty's Yards, from His Majesty's Accession, in October 1760, to the 15th January last.

An Account of the Tonnage of the Ships built or purchased for the Use of the Navy, and not constructed in any of His Majesty's Dock Yards, from His Majesty's Accession, in October 1760, to the present Time; also an Estimate of the Quantity of Oak Timber supposed to be required for constructing them.

And in Answer to your Observation on the Quantity of 500,000 Loads of Timber being used in the last Twelve Years, compared with our Statement of the Average Quantity of 25,000 Loads which may be wanted Annually for His Majesty's Yards, we acquaint you, that the former Quantity included a great Number of Ships, great and small, that were built during the War by Contract in Merchants Yards, as well as what was used in the King's Yards, whereas the latter Quantity is estimated as the Quantity in rough, sufficient for the Buildings and Repairs in His Majesty's Yards.

We are,

Gentlemen,

Your most obedient,

Humble Servants,

CHA^s MIDDLETON.

J. HENSLow.

GEO. MARSH.

Commissioners Land Revenue.

N^o 47.

Navy Office, 26th March 1789.

An ACCOUNT of the Quantity of English Oak Timber and Knees (in rough Contents) received into each of His Majesty's Yards, from His Majesty's Accession, in October 1760, to the 13th January last; viz^t

				Loads.
Deptford	—	—	—	143,085
Woolwich	—	—	—	91,167
Chatham	—	—	—	183,402
Sheerness	—	—	—	27,734
Portsmouth	—	—	—	184,033
Plymouth	—	—	—	138,150
Total	—	—	—	<u>768,676</u>

N^o 48.

Navy Office, 26th March 1789.

An ACCOUNT of the Tonnage of the Ships built or purchased for the Use of the Navy, and not constructed in any of His Majesty's Dock Yards, from His Majesty's Accession, in October 1760, to the present Time: Also, an Estimate of the Quantity of Oak Timber supposed to be required for constructing them; viz^t

				Tons.
Tonnage of the Ships	—	—	—	256,656
Quantity of Oak Timber required for constructing them	—	—	—	516,630 Loads, in rough Contents,

N^o 49.

A STATE of the Quantity of Oak Timber used for the Support of the British Navy, from His Majesty's Accession, in October 1762, to the End of the Year 1788.

	Loads.
Oak Timber received into His Majesty's Dock Yards in the above Period, as per Account in Appendix, N ^o 47 — — — —	768,676
Tonnage of Ships built or purchased for the Use of the Navy, and not constructed in any of His Majesty's Dock Yards, within the same Period, as per Account in Appendix, N ^o 48 — — — —	256,056
Estimated Quantity of Timber required for constructing them, as per D ^o — — — —	516,630
Total in 28 Years — — — —	1,541,362
Average Number of Loads Yearly — — — —	43,504

Land Revenue Office,
22d July 1789.

CHAS MIDDLETON,
JN^o CALL,
JOHN FORDYCE.



T H E S I X T H
R E P O R T
O F T H E
C O M M I S S I O N E R S
A P P O I N T E D T O E N Q U I R E I N T O
T h e S T A T E a n d C O N D I T I O N
O F T H E
Woods, Forests, and Land Revenues
O F T H E
C R O W N,
A N D T O S E L L O R A L I E N A T E
F e e F a r m a n d o t h e r U n i m p r o v e a b l e R E N T S.

Dated 8th FEBRUARY 1790.

Ordered to be printed 24th February 1790.

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To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled.

The **SIXTH REPORT** of the Commiſſioners
appointed to enquire into the State and Condition
of the **WOODS, FORESTS, and LAND**
REVENUES of the **CROWN**, and to
fell or alienate Fee Farm and other Unimproveable
RENTS.

THE Forest of Alicehoſt and Woolmer is ſituated in the Eaſt Part of the County of Southampton, on the Borders of the Counties of Surrey and Suffex; and is bounded on one Side by the River Wey, which becomes navigable at Godalming, about Ten Miles from the Middle of the Forest; and communicates with the River Thames, affording an eaſy Conveyance of the Forest Timber to the Dock Yards in that River, and at a moderate Expence,

Situation.

Water Carriage for
the Timber to the Dock
Yards.

The moſt antient Perambulation we have found of this Forest is dated in the 28th Year of King Edward I. and is preſerved among the Records in the Tower. A Copy of that Perambulation is given in the Appendix; from the latter Part of which it appears, that this was one of the Forests enlarged by the Four preceding Kings, and reduced by Edward to its more antient Limits, in conſequence of the Proviſions in the Charta de Foresta, and of a Grant from the Commons, of a Fifteenth Part of all their moveable Property.

Perambulation in
28 Edw. I.
Appendix, N^o 1.

Hen. II. Ric. I.
John. Hen. III.

9 Hen. III.

Another Perambulation of this Forest was made in the 11th of Charles I. of which a Copy is alſo inſerted in the Appendix. The Boundaries in thoſe Two Perambulations appear to be the ſame; and they have been traced and followed by the Surveyor employed by us, in making the Plan which is to be delivered with this Report.

Perambulation,
11 Cha. I.
Appendix, N^o 2.

Plan of the Forest.

The Whole of the Forest within thoſe Boundaries contains about 15,493 Acres, Statute Meaſure; but of that Quantity about 6,799 Acres belong to private Proprietors; the reſt, being about 8,694 Acres, are Forest Lands belonging to the Crown.

Number of Acres.

The Forest conſiſts of Two Diviſions, the one called the Holt, or Alicehoſt, and the other Woolmer. The Two Parts are ſeparated from each other by a conſiderable

The Forest in Two
Diviſions, called The
Holt, and Woolmer.

[4]

Extent of intervening private Property. Aliceholt was formerly divided into Three Bailiwicks, or Walks, called the North, the South, and the West Bailiwicks; but that Distinction is now laid aside. Woolmer is divided into Two Walks, called Linchborough Walk, and Borden Walk. The Whole, however, forms but One Forest, governed by One Set of Officers, and subject to the same Forest Courts; and the following is a Statement of the Quantities of the inclosed Lands, Open Pasture, and Wood Lands, belonging to the Crown, with the estimated Value of the Wood and Timber growing thereon, and the Annual Value of the Lands, supposing them to be disafforsted, and turned into Tillage or Pasture, according to the Survey made under our Direction; viz.

Appendix, No 3.

Crown Lands in the Forest.

In ALICEHOLT.				Quantities.	Yearly Value.	Value of Timber.
	A.	R.	P.	Ac. R. P.	£. s. d.	£.
The Great Lodge, and inclosed Lands occupied with it (Roads included)	152	1	—	152 1 —	127 16 —	900
Goose Green Lodge, and inclosed Lands	41	2	10	41 2 10	62 16 3	130
Old Clove Lodge, and inclosed Lands	98	2	34	98 2 34	76 19 3	75
	292	2	1	292 2 1	267 11 6	1,100
Open Forest { Wood = 1,942 2 0 Pasture = 484 3 17 Ponds = 21 1 23 }	2,448	3	—	2,448 3 —	1,224 7 6	60,000
Incroachments	3	2	22	3 2 22		
	2,744	3	23	2,744 3 23	1,491 19 —	61,100
In WOOLMER.						
Linchborough Lodge, and inclosed Lands	143	2	32	143 2 32	40 8 —	
Borden Lodge, and Inclosures	19	3	15	19 3 15	8 9 6	
	163	2	7	163 2 7	48 17 6	
Open Forest { Pasture and Heath, &c. = 5,699 3 6 Ponds = 86 0 35 }	5,786	—	1	5,786 — 1	896 8 10	
	5,949	2	8	5,949 2 8	945 6 4	
In both Divisions	8,693	1	31	8,693 1 31	2,437 5 4	61,100

Some Incroachments, or rather Claims, have been made by the Lords of the adjoining Manors of Mill Land, and Oakhanger, or Chapel Manor, to Parts of the Soil of Woolmer; but the Lands lie open to and are reputed Part of the Forest, and those Claims do not appear to be of long standing, or very well founded.

In what Manner the Lodges and inclosed Lands are now occupied, will be stated hereafter, when we come to speak of the Forest Officers, and their Emoluments. The uninclosed Lands of the Crown, in both Divisions, are subject to certain Rights of Common, enjoyed by the Proprietors of Estates within or adjacent to the Forest;

Rights of Common.

and that Mixture of Rights has in this, as in other Forests, opened a Door to great Waste and Abuse.

In order to discover what Rights were admitted or enjoyed in this Forest during the last Century, when some Care was taken to confine them within just Limits, and to protect the Rights of the Crown in the Royal Forests, we examined the Proceedings at a Justice Seat held by Lord Holland, Chief Justice in Eyre, in the 11th Charles I. preserved in the Tower, at which Court all Persons claiming Rights in the Forest preferred their Claims in Writing, specifying the Nature and Extent of those Rights. The Claims then made were Thirty in Number, of which Three only are wanting; and in all those Claims no Mention is made of any other Right than that of Common of Pasture, except in one Instance, where a Right is claimed to cut Peat and Turf in the Division called Woolmer; and the Right of Pasture is claimed only for Commonable Cattle, *Levant* and *Couchant*, on the Lands of the Claimants (or, in other Words, for such Cattle as the Parties could maintain on their own Lands, during the whole Year) and for those only in Commonable Seasons, according to the Affize of the Forest.

Rights formerly enjoyed by the Commoners.

Claims at a Justice Seat, 11 Cha. I.

We have also perused the Rolls of Two Courts of Swanimote, held in the 18th of James I. and 11th of Charles I. likewise preserved in the Tower; at which Courts all Offences committed to the Injury of the Forest were presented and tried. From those Proceedings it appears, that no other Rights than those mentioned in the Claims preferred at the Justice Seat were allowed. The Timber, Wood, and Underwood, were then held to be the sole Property of the Crown; and the cutting or carrying away any Branch of a Tree, or even Buthes, was punished in the same Manner as Injuries to the King's Deer.

Swanimote Courts in 18 Ja. I. and 11 Cha. I.

In a subsequent Part of this Report we shall shew the Change which has since taken Place, the new Claims which have been established, the total Neglect and Relaxation which have prevailed, on the Part of Government, and the Waste, Incroachment, and Spoil which have been suffered during the present Century.

The antient Government of this Forest, under the Forest Laws, was similar to that in other Forests, by a Lieutenant, Ranger, or Keeper, Verderers, Woodward, Regarders, Agitors, and Foresters, or Under Keepers; and those Officers held Courts of Swanimote and Attachment, which took Cognizance of all Offences done in the Forest. An Extract from the Swanimote Roll of the 11th Charles I. inserted in the Appendix, shews what Officers then belonged to this Forest, and the Towns which sent Free Suitors to attend at the Forest Courts.

Antient Government of this Forest.

Appendix, N^o 4.

But the Office of Lieutenant or Keeper of this Forest has, for a long Course of Time, been granted on Lease for Lives, or Terms of Years, with the Power of appointing a Deputy, and the usual Number of Foresters, or Under Keepers, and of holding, every Six Weeks, the Court of Attachment, or Woodmote; in consequence of which Powers, the whole Care and Protection of the Forest came, at length, to depend on the Lieutenant alone. We have given in the Appendix a List of those Leases, from the Reign of Queen Elizabeth to the present Time; from which it appears that at the Beginning of the present Century that Office was held by Emanuel Scroop Howe, Esquire, under a Grant from King William, for 45 Years; and after his Death, by Mrs. Ruperta Howe, his Widow. It was afterwards granted to the honourable John Mordaunt, by whom it was assigned, in 1730, to the late Right honourable Henry Bilson Legge, and has ever since continued in that Family. A Copy of the last Lease, granted in 1780, to Trustees for Lord Stawell, for 31 Years from that Time, is also inserted in the Appendix. The Terms and Conditions in all those Leases are nearly the same, and the Substance is as follows:

Office of Lieutenant granted on Lease.

Appendix, N^o 5.

Appendix, N^o 6.

Terms and Conditions of the Lease.

THE KING grants to the Trustees for Lord Stawell,

A Fee Farm Rent of £. 31. 2. 11. out of the Manor of Wordleham, in Hampshire;

And the Office of Lieutenant, or Keeper, of the Forest or Chace of Aliceholt and Woolmer;

To hold and receive the said Rent, without Account; but on Condition to pay all Fees, Wages, and Salaries, of all the Officers of the said Forest;

And to hold the Office of Lieutenant or Keeper, with all Offices, Liberties, Privileges, Wages, Fees, Rewards, and other Profits and Commodities thereto belonging;

With Power to appoint a Deputy or Deputies, and so many Foresters and Keepers as heretofore were appointed, for the safe Custody of the said Forest;

And to have all Beasts or Animals attached or taken in the said Forest, by any of the Foresters;

And all Manner of Wood blown or thrown down by the Wind, and all dead Wood, and the Boughs and Branches of Trees and Wood in the said Forest, cut off, or thrown down;

And Housebote and Firebote for himself, and the Foresters and Keepers;

And all Waifs, Estrays, Honey and Wax found there;

And separate Pasture within the King's Lands in the said Forest, for Two Horses for himself, or his Deputies, and sufficient Pasture within the Forest for One Horse for each Forester or Keeper;

With Liberty of Fishing within the King's Waters there, and to keep the Fish to his own Use;

Also Power to hold, every Six Weeks, the Court called the Wood Court, and to take all Fines and Amerciaments there to his own Use;

And to have the Entrails, commonly called the Humbles and Suets, of the Deer killed there;

And Liberty to take One Stag and One Buck in the Summer, and One Hind and One Doe in the Winter, to his own Use.

To hold and exercise all the Offices, Authorities, Liberties, and Privileges aforesaid, without any Account to be rendered to His Majesty, His Heirs or Successors, for the same.

And the Grantee covenants as follows;

To repair all the Lodges, Fences, and Inclosures at his own Expence;

To discharge His Majesty from the Payment of the Salaries, Stipends, or Wages, of the Foresters, Keepers, and Officers of the Forest;

To preserve and keep the Deer, and other Game, and also the Woods, Timber, and other Trees, from Cutting, Chopping, and Spoil; and, so preserved, to leave the same, at the End of the Term.

Observations on the Grant of the Office of Lieutenant.

It is probable that the Object and Expectation of Government, in granting a Lease on such Conditions, was, that by bestowing on a Person of some Distinction, for a Term of Years, the Authority and Dignity, with the Patronage and Emoluments annexed to this desirable and respectable Office, supporting it with the Aid of the other Officers of the Forest, and with the Power of the Forest Courts, more Weight might be added to the Situation, and the Protection of the Deer and Timber be

rendered

rendered more certain and effectual, than it would have been under an Officer holding the Appointment during Pleasure; and that, at the same Time, the Expence to the Crown, in the Management of the Forest, might be ascertained and limited: But by tracing the Progress and Effect of the different Conditions, separately, down to the present Time, it will appear how ill those Expectations have been justified by the Event.

One of the Conditions was, that the whole Expence of Salaries and Fees to the Foresters and Under Keepers, should be defrayed by the Lieutenant, a Rent of £. 31. 2. 11, reserved out of the Manor of Wordleham, being granted to him for that Purpose; and this Annual Payment appears to have remained without Addition or Alteration, until the Year 1701, when, on an Application from Emanuel Scroop Howe, Esquire, then Lieutenant of the Forest, King William, by Letters of Privy Seal, granted an Allowance "to the Five Under Keepers of the Forest of Aliceholt and Woolmer, of £. 25 a Year each for themselves, and £. 5 more to each for a Servant under them, for their Encouragement, the better to preserve the Timber and Deer within the said Forest, amounting in the Whole to £. 150 per Annum, to commence from Michaelmas 1699, and to be paid, Quarterly, out of the Exchequer, to the said Emanuel Scroop Howe, by him to be paid over to the said Keepers, during Pleasure."

Remarks concerning the Salaries of the Keepers.

Antient Allowance of £. 31. 2. 11 per Ann.

£. 150 per Ann. added by Privy Seal in 1701.

This Sum was accordingly paid to the Lieutenant, till the Grant became void by the Death of King William; when Mr. Howe prayed that the same Allowance might be continued, and that it might be paid by the Surveyor General of the Woods, out of Money in his Hands, arising by Wood Sales; and this Petition having been referred to Edward Wilcox, Esquire, who then held the Office of Surveyor General, he reported that £. 20 each to the Keepers of Woolmer, where there was no Timber, might be a sufficient Allowance, without any Servant; and that the other Three, being Keepers in Holt, "where there was a great Quantity of young thriving Timber, and lately well preserved, which thereafter might be fit for the Use of the Navy," might deserve Encouragement, by having the former Allowances of £. 25 for the Under Keeper, and £. 5 for the Servant, continued to them, being in all £. 130 per Annum; and Letters of Privy Seal were issued accordingly, for that Yearly Payment.

Reduced to £. 130 per Ann. by Privy Seal, dated 16 Aug^r, 1704. Appendix, N^o 7.

The same Allowance continued in 1722.

The Keepers enjoined to obey the Orders of the Surveyor General.

Appendix, N^o 8.

After the Death of Mr. Howe, a Memorial was presented to the Treasury, by Mrs. Ruperta Howe, his Widow, in the Year 1722, praying that this Allowance might be continued; and the Lords Justices (the King being Abroad) issued an Order, and the Treasury granted a Warrant thereon, for continuing the Payment, directing the Surveyor General of the Woods to require the Keepers "to observe and follow such Rules, Orders, and Instructions, with respect to the Preservation of the Timber, and other His Majesty's Interests in the said Forest, as he should think fit to direct and appoint, under Pain (in case of Failure, Neglect, or Contempt) of being deprived of the Benefit of the Allowances." The Warrants of the Lords Justices, and Lords of the Treasury, are given in the Appendix; and a very sensible Paper of Remarks on this Grant, which we found among the Papers of the Treasury, so fully explains the Purpose for which the Allowances were made, and the Necessity there was of rendering the Keepers subject to the Orders of the Surveyor General, that we shall here transcribe them, instead of making any Remarks of our own, on that Transcription.

Remarks on the Allowance for the Keeper's Salaries.

"The Rangership of Holt Forest, now enjoyed by Mrs. Howe, was granted for 45 Years, commencing 15th December 1699.

"A Fee Farm Rent of £. 31. 2. 11 per Annum, issuing out of the Manor of Wordleham, is also granted to the Ranger, with Intent, as the Grant expresses "it, that the Keepers, which the Ranger has Power to appoint, might be Annually paid;

" paid; and the more to manifest that Intent, the Crown, by express Words in the Grant, is exonerated from the Payment of any Salaries or Wages to Keepers.

" Great Destruction of Timber, Vert, and Venison, is now and has been the constant Complaint, as to this Forest; therefore, to establish some Order, and prevent the total Ruin thereof, the late Queen, on the Representation of the Surveyor of the Woods, did grant £. 130 per Annum out of Wood sales, for Wages to Five Keepers, whereof Two were to have £. 20 per Annum each, and Three others (each of whom was to keep a Servant) £. 30 per Annum a-piece, payable to them by the Ranger.

" This £. 130 per Annum is now lately revived, and continued to the said Keepers, and made payable as before, to the Hands of the Ranger; but then, as £. 520 immediately becomes payable, to clear all Arrears thereupon, for Four Years to Michaelmas 1722, the King's Surveyor is cautioned by the Warrant, to take Care that the same be applied, and paid over by the said Ranger, accordingly.

" And the Keepers are also, by the said Warrant, enjoined, for the better Preference of the Crown's Interest in the said Forest, to observe such Orders and Instructions as they shall receive from the King's Surveyor, under Pain of being deprived the Benefit of the Allowances the King gives them.

" These Cautions do naturally arise, upon the Disorders of this Forest, complained against by the present Surveyor, for if the Keepers have not Wages, they must live on the Destruction of the Forest; and if they have the King's Wages, and are not to be subject to the King's Officers Orders, with respect to the King's Interest in the said Forest, as Mrs. Howe would have it, the King may be said to give his Money for committing Disorders, and not for preventing of them."

The Allowance still continued.

No Salary now paid to the Keepers of Woolmer, who are allowed to make what they can of the Forest.

This Allowance of £. 130 has accordingly been paid ever since, to the Lieutenant for the Time being, in order to be paid over to the Under Keepers, in the Manner proposed by Mr. Wilcox; and Warrants for that Purpose have, from Time to Time, been issued from the Treasury: But that Sum having been so long received by the Lieutenant, the Intention for which it was granted seems to be in a great Measure forgotten: No Part of it, nor any Salary whatever, is now paid to the Two Keepers in Woolmer, for whom £. 20 each is specifically granted; but, instead of a Salary, they are allowed to sell as much of the Peat, Turf, Heath, and Stones in their Walks, as they can dispose of, for their own Benefit; or, to use their own Expression, to make what Profit they can of the Forest: And the Keepers in Aliceholt, in which only there is any Timber, instead of thinking it their Duty to obey the Directions of the Surveyor General, look upon themselves to be only the hired Servants of the Lieutenant.

On the Perquisites of Windfalls, and Boughs and Branches of Trees.

The next Perquisite allowed by the Lease to the Lieutenant, on which it is necessary to make any Observation, is that of "all Manner of Wood blown down by the Wind, and all dead Wood, and the Boughs and Branches of Trees or Wood cut off or thrown down."

Appendix, N° 6.

In order to discover what Interpretation was formerly given to this Clause in the Lease, we have examined the Accounts in the Auditor's Office, relative to Falls of Timber or Wood in this Forest; and the first Fall that we find any Mention of is in 1722, the same Year in which the Warrant of the Lords Justices was issued, and those Remarks made upon the Grant to the Lieutenant which we have transcribed; when 400 dotard Oak Trees, with the Bark, Lops, Tops, and Offal Wood, were felled and sold; and the whole Produce appears to be accounted for to the Crown.

Another Sale of 405 Trees, was made in 1724: and then also the Bark, Lops, Tops, and Offal Wood, were wholly accounted for to the Crown; and no Allowance or Claim whatever appears to have been made of any Part of the Produce of either of these Sales.

From these Documents it would seem that, in those Times, the Lieutenant was considered to be entitled only to the Boughs and Branches which were *casually* cut off or thrown down from *standing* Trees, and not from Trees felled by Warrant; and these Examples should have the more Weight, from the Falls having been made at a Time when the Emoluments and Allowances of the Lieutenant had so recently undergone a full Consideration: But we find, from subsequent Accounts in the same Office, that, in the Year 1729, Mrs. Ruperta Howe claimed a Right to the Boughs and Branches of *all* Trees felled by Warrant, or to the Value of them; and she at the same Time set up a Claim to the *Bark*, but on what Pretence does not appear, no Mention being made of the Bark in the Lease. Unsupported, however, as this Claim was, either by the Lease itself, or, in so far as we can discover, by former Usage, it appears to have been admitted by the then Surveyor General, and allowed in his Accounts, by the Auditor, without any Warrant that we can find, and perhaps without examining the Lease; for it appears, that, in the same Year, 1170 dotard and decayed Trees were sold by the Surveyor General, with the Bark, Lops, and Tops, for £.980; and in the Account of that Sale, we find that £. 140 (being One *Seventh* Part of the Produce) was paid to Mrs. Howe, "who (it is added) claims a Right to the Lop, Top, and Bark."

This Claim having thus been once admitted, it appears, in one Shape or another, to have been made at every Sale since. In the Accounts of the next Sales in 1732, and in 1737-8, the Price of the Trees only is accounted for to the Crown, "clear of the " Lops, Tops, and Offal Wood of the said Trees, the same being claimed by Mrs. " Ruperta Howe, by virtue of her Grant of the Office of Ranger of the said Forest."

In the Accounts of the subsequent Sales, from that Time to 1750, the Accountants are charged only with so many *Trees*, cut down and sold to divers Persons, for the Sums therein mentioned; and no Notice is taken of the Lops, Tops, or *Bark*; but from the Vouchers of those Accounts preserved in the same Office, it appears, that the Lops, Tops, and Offal Wood, were taken by the Lieutenant in Kind.

From 1750, when Mr. Legge first obtained this Office, to the Year 1756, the Price of the Trees only is accounted for as before, without mentioning the Lops, Tops, or *Bark*; but there is a Memorandum in the Vouchers, "that the Lop, Top, and Offal " Wood, were *granted* to the Honourable Mr. Mordaunt, and his Assigns."

In the Sales from 1756 to 1760, the Price of the *Trees* and *Bark* are accounted for, without taking any Notice of the Lops, Tops, and Offal Wood; but among the Vouchers of those Accounts, we find Certificates, signed by Kemble Whatley, then Deputy Surveyor, "that the Timber and Bark were sold by Auction, for the Sums " stated in the Accounts; and that the Lops and Tops were claimed by, and *delivered* " to the Right honourable Henry Bilson Legge, as Assignee of the Honourable John " Mordaunt."

The Vouchers for the Account of Sales in 1760 are not to be found; but the Accounts are in the same Terms as those for the Four preceding Years.

In the Accounts of the Sales, from 1760 to 1770, the Price of the Trees, with the Bark, Tops, Lops, and Offal Wood, are accounted for to the Crown; but in the Year last mentioned, a Memorial was presented to the Treasury by the Countess of Hillsborough, who then held the Office of Lieutenant, representing that she was entitled,

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Appendix, N^o 12.

by the Grant of that Office, to One Fifth Part of the Produce of all Timber sold there, by the Surveyor General, in lieu of the Top, Lop, and Bark; and by several Warrants from the Treasury to the Yearly Sum of £. 130 for the Keepers Salaries; that the £. 130 a Year had been regularly paid up to 1761, together with One Fifth Part of the Sales for the preceding Year, after which nothing had been paid; that the Wood sales, since 1761, amounted to £. 2,291; and that One Fifth Part, being £. 458. 4. was due to the Memorialist; and praying their Lordships to order the Surveyor General to pay the same.

Appendix, N^o 11.

The Lords of the Treasury referred this Memorial to the Surveyor General of the Woods, directing him to report a true State of the Premises; and that Officer reported, on the 25th of June 1770, "That he had considered the Memorial, and found, that "during the Years mentioned in it, the several Quantities of Timber were sold in the "Forest, and for the Sums therein specified; and that a Proportion of One Fifth Part "of the said Sums, due to Lady Hillsborough, in lieu of the Tops, Lop, and Bark of "the said Timber, and also the Sum of £. 130 a Year for Keepers Salaries, had not "been paid;" and recommended that Part of the Arrear should be paid out of Monies in his Hands, and the Remainder raised at the next Fall.

In this Report the Surveyor General does not seem to have examined, whether the Lieutenant was entitled to the Allowance claimed by the Memorial: If he had looked into the Lease itself, he would have seen that the Bark was certainly *not* a Perquisite of the Lieutenant; and that there was not any Expression in it that warranted a Claim to One Fifth Part of the Produce of the Timber sold, in lieu of the Lop, Top, and Bark. If he had inspected the Accounts in the Auditor's Office, he would have found no Example of a Fifth Part having ever, before the Appointment of Mr. Legge, been claimed or allowed; and the Payment of that Proportion of the Price of the Trees sold in the Year 1760 is not stated in the Accounts of the Sales in that Year.

Appendix, N^o 12.

On the 6th July 1770, the Lords of the Treasury, by Letter from their Secretary, directed the Surveyor General to pay the whole Sums claimed in this Memorial, both for the Fifth Part of all the Timber felled in the Forest since the Year 1760, and for the Allowance of £. 130 a Year for the Keepers Salaries; and, in future, to pay the growing Salaries as they became due.

Appendix, N^o 13.

The Accounts of Sir Edmund Thomas, and Mr. Pitt, the Surveyors General of the Woods, being brought under the Examination of the Auditor, he very properly declined passing them with those Allowances, which then, for the First Time, appeared in the Surveyor's Accounts, without a Special Warrant. In consequence of this Refusal, a Memorial was presented to the Lords of the Treasury by the Surveyor General, in January 1777, stating the Substance of that presented by the Lieutenant in 1770, with his Report thereon, and the Directions given to him in consequence of it; and that he had ever since continued to pay the Salaries of £. 130 a Year, and the Fifth Part of the Produce of all the Timber cut in the Forest; and he prayed their Lordships to issue their Warrant, directing the Auditor to allow those Payments in his Accounts, and also, from Time to Time, the future Payments thereof. And on the 24th March 1777, the Lords of the Treasury issued a Warrant, authorizing the Auditor to make those Allowances accordingly.

The Lords of the Treasury having been induced, by the Means which have been stated, to admit the Claims made by the Lieutenant, a new Circumstance occurred, which brought the Rights of that Officer again under Examination.

Prior to the Year 1777, no Timber had been cut in this Forest for the Use of the Navy, during the present Century, probably owing to the Trees not having, till about that Time, grown to the necessary Size. A Fall of 300 Loads was then ordered,

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ordered, by Warrant from the Treasury, for the Use of the Navy, and delivered at the usual Price allowed for Oak Timber furnished to the Dock Yards, from other of the Royal Forests, being £. 1. 18. *per* Load.

On this Occasion a new Memorial was presented to the Treasury by Lady Hillsborough, stating, as before, " that as Lieutenant she was, by the Grant, entitled to the Boughs and Branches of all Trees cut within the said Forest, which used formerly to be taken by the Lieutenant; but that Mode was found to be so injurious to the Sale of the Timber, that for a great Number of Years past, long before the Memorialist, or her late Husband Mr. Legge, had the Grant of that Office, it had been agreed between His Majesty's then Surveyor General, and the then Lieutenant, that the Whole of the said Timber Trees should be sold, and that the Lieutenant should have One Fifth of the Amount of the Sale, in lieu of his Right therein, which had been accordingly paid ever since. That it had been always usual to sell the Timber by Public Sale, until the last Year, when the Fall of 300 Loads was ordered for the Navy. That if that Timber had been put up to Sale, (instead of being taken for the Use of the Navy at £. 1. 18 *per* Load) it would have produced nearly £. 2,500, whereas by the Account of the Deputy Surveyor, the Gross Amount was only £. 1,074. 10. 9, to which was to be added about £. 80, for Stack Wood, taken away by the People of Frensham, under a pretended Right; and out of which was to be deducted £. 179. 19. 9½ for the Expences of cutting, &c. charged in the Surveyor's Account. That if it had been sold publicly, as usual, and had produced £. 2,500, the Memorialist's Fifth would have been £. 500; that had the Memorialist taken the Official Wood, it would, by the Deputy Surveyor's Account, have amounted to £. 382, exclusive of the Eighty Pound's Worth of Stack Wood, taken away, which would have made it £. 462; but that if the Memorialist was only to have One Fifth Part of the Sale, according to the Accounts of the Deputy Surveyor, it would amount only to £. 178; and though the Memorialist was willing to take such Sum for her Right as their Lordships should be pleased to order, yet she prayed that a Warrant then lately issued, for an additional Fall of 500 Loads for the Navy, might be revoked, and that for the future all the Timber might be sold by public Auction, as usual."

Appendix, N^o 14.

This Memorial was likewise referred to the Surveyor General, who seems then to have considered the Terms of the Grant with more Attention than he had done no the former Reference; and, in his Report thereon, he suggested a Doubt, whether the Clause in the Grant, as to Boughs and Branches, might not be construed to extend only to the Boughs and Branches *casually* cut off or thrown down, and not to the Branches of *all* Trees cut for the Use of His Majesty. That it was however necessary to inform their Lordships that at the Time of his Appointment he understood that the Lieutenant was entitled to the Boughs and Branches of *all* Timber Trees cut down in the said Forest; and did therefore, as he found his Predecessors had done, agree that the Whole of the Timber cut there should be sold, and that the Lieutenant should be paid One-fifth of the Amount of the Whole, in Lieu of the Boughs and Branches; and that all Trees cut in the said Forest to the Year 1776, had been sold by Auction, and One Fifth Part paid to the Lieutenant accordingly; that the Oak Timber lately felled for the Navy had been delivered at the usual Price allowed for the King's Timber in New Forest; and that if the Whole of that Timber had been sold, the Lieutenant would certainly have been entitled to a larger Sum than he thought himself justifiable in paying, without particular Directions from their Lordships: And he proposed that, for the future, the Lops, Tops, and Bark, should be sold by Auction, and that Two-third Parts of the Net Produce should be paid to the Lieutenant, and the remaining Third for the Use of the Crown, that Proportion being, as nearly as could be computed, the Value of the Bark, to which the Lieutenant had no Right or Claim.

Appendix, N^o 15.

We do not find that any Order was made by the Treasury, in Consequence of this Report.

N^o 14 and 15.

Report. It appears, however, that the Lieutenant did not obtain the Allowance of a Fifth Part of the Value of the 300 Loads of Navy Timber felled in 1777, at the Market Price, or any other Allowance on that Account; but Lord Stawell has not relinquished his Claim to it. And we know that the Warrant issued in 1778, for the Fall of 300 Loads for the Navy was not executed, though strongly recommended by the Surveyor General. This Memorial and Report, which contain various other Particulars concerning the Forest, are inserted at Length in the Appendix. They very clearly shew, either that the Memorialist had been grossly misinformed, and that the Surveyor General had admitted the Facts alleged, without due Examination; or that some Agreement, for allowing One Fifth of the Value of the Trees, instead of the Lops and Tops, had been secretly and improperly made between some former Lieutenant and Surveyor, without the Knowledge or Authority of the Treasury; for after a careful Examination of the Books of the Treasury, and those in the Office of the Auditor of the Land Revenue, relative to Woods and Forests, no Traces can be found of such an Agreement.

Appendix, N^o 16.

Under these Circumstances, we thought it necessary to mention to Lord Stawell our Apprehensions, that Lady Hillsborough might have been misinformed with respect to that supposed Agreement; and to request, that if such an Agreement had been made, we might be informed at what Time it took Place. In Answer to our Enquiry, we received a Letter from Mr. John Sainsbury, Agent for Lord Stawell, and who was also Agent for Lady Hillsborough at the Time of preferring that Memorial, in which Letter Mr. Sainsbury states, that he had been told by a Mr. Holt, who had been Head Keeper in the Forest for upwards of 40 Years, that such an Agreement was made many Years before Mr. Legge purchased the Grant; but that he never saw any Agreement; and he has sent Copies of Entries in Mr. Legge's Books, in his own Hand Writing, of Sums received from the Surveyors General for Lop and Top, from 1753 to 1761; but he admits, that it does not thereby appear, that it was in the Proportion of One Fifth, though he has no Doubt of its being so. Mr. Sainsbury's Letter, and the Account sent with it, are inserted in the Appendix; and upon the Whole of this Transaction we must observe, that it does not appear that such an Agreement was ever made, or that the Lords of the Treasury were ever informed that such a Claim existed, prior to the before-mentioned Memorial and Report in the Year 1770, though, if such an Arrangement had been judged expedient, it was the Duty of the Surveyor General to apply to the Treasury for Permission to agree to it. A secret Transaction of this Kind, if it had really taken Place, between Two of the Servants of the Crown, One of them intrusted with the general Care of the Timber in all the Royal Forests, and the other with the particular Management and Protection of this Forest, should not, and we conceive could not, establish a Right for the Advantage of either of them to the Prejudice of the Crown.

But besides this Claim, of One Fifth of the Value of the Trees, another very singular Demand, or rather Request, is made in the Memorial; that in this Forest, maintained by the Public at very considerable Expence, as a Nursery of Timber for the Navy, no more Timber should be cut for the Public Service, but that all should be sold by Auction, in order that the Grantee might receive a greater Advantage from it, than he would, if it were sent to the Dock Yards at the ordinary Price.

Appendix, N^o 17.

The Execution of the Warrant for the Fall of 500 Loads remained suspended, till January 1783, when on an Application from the Navy Board, a Warrant was issued for supplying that Quantity to the Dock Yards in the following Season; which was done accordingly. Another Fall of 1,000 Loads was afterwards directed, by Warrant dated 30 December 1783, and, on that Occasion, Lord Stawell presented a Memorial to the Treasury, stating that the People of Frensham, under a pretended Right, took away not only the Stack Wood, but almost the Whole of the Tops of the Trees of the preceding Fall; and that those of the Fall then ordered would also be carried off, if

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the Timber were to be immediately cut; that as he conceived them to be his absolute Property, he was willing to try the Validity of that pretended Right, if the Crown did not choose to do it; and praying that the Execution of the Order might be suspended, until the Right should be determined by a Court of Justice. The Memorial also stated various Abuses, practised in executing the Warrants for former Falls, which we shall hereafter take Notice of.

After a short Suspension this Warrant was carried into Execution, and the Timber delivered to the Dock Yards; and we are informed by Mr. Sainsbury, that Lord Stawell, in the Year 1784, commenced upwards of Forty Actions against the poor People of the adjoining Parishes, for taking away Parts of the Wood; and that they all entered Appearances, but suffered Judgment to go by Default. It appears likewise, from Papers in our Possession, that the same Question was tried in the Year 1741, and determined against the Claimants.

Appendix, N° 18.

It is observable that the Warrants for these Two Falls directed that the Lops, Tops, and Bark should be sold for His Majesty's Use, but the Accounts in the Auditor's Office state that the Lops and Tops were delivered to Lord Stawell, "in Lieu and Satisfaction of his Right to One Fifth Part of the Produce on the Sale of the said Timber." And Mr. Briant, the Deputy Surveyor, in his Examination says, that "the Lops and Tops, and all the Timber of the last-mentioned Fall, unfit for the Navy, was taken by Lord Stawell, of which he gave Notice to the Surveyor General."

Appendix, N° 19.

In February 1788 another Fall of 500 Loads was ordered for the Use of the Navy; but before the Execution of that Warrant, our Enquiries concerning this Forest were begun, and we had judged it necessary to state a Case for the Opinion of the Attorney and Solicitor General, upon the Construction of the Grant; we therefore thought it our Duty to propose to the Lords of the Treasury that the felling of that Timber should be suspended, until the Rights of the Grantee should be duly investigated. The Fall was accordingly for some Time delayed; and when the Warrant was afterwards ordered to be carried into Execution, the Surveyor General was directed by the Treasury to sell the Lop, Top, and Offal Wood, by public Auction, in the Presence of the Officers of the Forest, and of an Agent on the Part of Lord Stawell; and to retain the Produce in his Hands, to await the Decision upon Lord Stawell's Claim. The Tops of the Trees were accordingly sold, and the Produce paid to the Surveyor General; but the Offal Wood, after having been made into Faggots, and a Day appointed for the Sale of it, was openly carried off by the People of Frensham, to the Number of 6,365 Faggots, in One Day and Night.

The Account given of this Transaction, upon Oath, by Mr. Briant, the Surveyor General's Deputy, is, that he was absent from the Forest on other Business, when the Country People began carrying away the Wood; and that when he returned it was almost all gone; that he detected Two Men loading a Waggon with Part of it, and got a Warrant for apprehending them; but that the Tything Man of Frensham, where the Offenders live, has never executed it, though repeatedly pressed to do it, and offered Assistance by him; that on his applying to the Keepers, and enquiring whose Teams had been employed in taking away the Wood, they told him they knew nothing of it; and he could get no Information from them against the Offenders.

Appendix, N° 19.

This Proceeding of the People of Frensham was the more daring, as the Right claimed by them had been so lately determined; and it is remarkable that Mr. Briant, in his Examination, says, he has observed "that no Attempt is ever made to take the Offal Wood of Trees felled by Lord Stawell's Order, and that hardly a Faggot is ever missing."

D

The

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The Attorney and Solicitor General having given it as their Opinion, upon the Case laid before them by our Direction, "that the Grant, by Letters Patent, of "the Boughs and Branches of Trees and Wood within the Forest, *cut off or "thrown down*, does not appear to them to comprehend more than the Boughs and "Branches which may *casually be cut or thrown down*, from *standing* Trees, and not "from Trees which have been felled; but that notwithstanding it appears to them "that the Words of the Letters Patent ought to be so construed, nevertheless if "it can be shewn that for a great Length of Time, prior to Lady Hillborough's "First Memorial, the Boughs and Branches cut off and thrown down from Timber "*felled*, were taken by the Grantee, and a Composition given for them, it might "establish the Construction contended for by Lord Stawell;" we have thought it our Duty to make the fullest Investigation, in order to ascertain what has been the Usage with respect to the Disposal of the Lops and Tops, from the earliest Period for which any Accounts of Timber felled in this Forest can be found, down to the present Time; and to state the Result of our Examination thus at large, for the Information of those whose Province it is to decide upon this Claim.

See Extracts from
Wood Sale Accounts,
from 1722 to 1774.
Appendix, N^o 9.

Necessity of ascertain-
ing what is compriz-
ed under *Boughs* and
Branches.

In case the Lieutenant should establish a Right to the Boughs and Branches of all Trees felled in the Forest, we apprehend it to be extremely necessary that it should be ascertained what Parts of a *Timber* Tree are comprehended under that Description: It is well known that, in Navy Timber, some of the most valuable Pieces, as Knees, Crooks, &c. are taken from the Limbs or Branches of Trees; and that other Parts of the Branches frequently contain Timber fit for Carpentry Uses. It sometimes happens also, that Trees apparently fit for the Navy prove unfit for that Use, from some Defect not discoverable while they are standing; which Trees nevertheless contain good Building Timber; and large Butts of Trees and other Pieces of Timber are frequently cut off, as unfit for the Navy; but which are very useful for other Purposes: So that if the Lieutenant were allowed to take all that is not fit for the Use of the Navy, as was done on the Fall of 1,000 Loads in 1782, he would upon every Fall made for the Navy have considerable Quantities of useful Timber, which could not be comprized under the Description of *Boughs* and *Branches*. It is equally necessary that this Point should be settled before any farther Wood Sales are made in this Forest, as few Persons would choose to become Purchasers subject to such a Claim, before it is determined what Parts they would be obliged to leave for the Grantee: To us it seems that the Meaning of the Clause relative to *Boughs* and *Branches* could only be, to give *such* Boughs and Branches as might be left, after taking out all that could be useful for House or Ship Building.

Remarks on the Per-
quisite of House Bote
and Fire Bote.

The next Perquisite granted to the Lieutenant, that we find it necessary to take Notice of, is that of House Bote and Fire Bote, or, in other Words, Timber for Repairs and Fuel Wood.

Appendix, N^o 20.

It appears by the Examination of John Adams, formerly One of the Keepers of Woolmer, now aged Seventy-six Years, and who was born in the Forest, and has always lived in or near it, and by that of Henry White, who has been a Keeper there Thirty-five Years, that the Fuel Wood for the Lodges was formerly assigned by the Regarders; and Adams states that the Quantity assigned was Twenty Cords for the Great Lodge, and Ten for each of the other Lodges. He also says that the Timber for Repairs was marked by the Regarders; and that when any Repairs were required, a Survey was made by the King's Officers, to know what Quantity of Timber was necessary, before any was assigned: But at present the Fuel Wood is taken at the Discretion of the Lieutenant, or his Servants, without View, or Assignment; and the Quantity is admitted to be from 100 to 140 Cords, for the Great Lodge, and about Sixteen Cords each for Goose Green Lodge, and Old Close Lodge; and with regard to House Bote, or Timber for Repairs, the Lieutenant takes it of such Kinds, and in such Quantities, as he pleases, without the View or Assignment of any Officer of the

Appendix, N^o 21.

Crown,

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Crown, and without giving any Account of the Quantity he takes, or of the Application of it.

We thought it proper, on this Occasion, to enquire of Lord Stawell what Quantity of Timber had been cut for this Purpose, during the last Ten Years : From the Return made to our Enquiry it appears, that no regular Account is kept of what is cut ; but by a Computation of the Number of Loads of Timber, according to the Quantity of Bark sold, it is stated to be 841 Loads of Oak Timber in the last Eleven Years, or about Eighty Loads a Year.

Appendix, N^o 24.

In regard to the Deer, the Lieutenant covenants with the Crown " that he will preserve and keep the Deer, during the Term, and leave them, so preserved and kept, at the End thereof ;" and he is allowed to take " One Stag and One Buck, in Summer, and One Hind and One Doe in Winter," for his own Use ; but this Condition of the Grant has been completely reversed in Practice ;—the Lieutenant retains the Whole in his own Disposal, supplies none for the Use of the Crown ; and the late Lieutenant, a few Years since, refused to deliver a Fee Deer to the Chief Justice in Eyre, or One to the Surveyor General of the Woods, with which they had been usually supplied from this Forest.

Remarks concerning the Deer.

Appendix, N^o 26.

The Answer of Lord Stawell to our Enquires concerning the Deer, is, " that no Venison Warrants are served, because there were scarce any Deer in the Forest when his Father purchased it ; and that he bought a great many Head of Deer, and stocked it ;" and the Head Keeper, William Moor, says, he has heard that when Mr. Legge first came to the Forest, there were not more than Seven or Eight Deer in the Holt, but that he increased the Stock so much, that there were at one Time near Fifteen Hundred ; that since he has been Keeper, the Number has been as low as Three Hundred, but is now about Eight Hundred. The Number killed Yearly, on an Average of the last Ten Years, is stated by him to be about Nine Brace of warrantable Bucks, and Five Brace and a Half of warrantable Does ; besides about Two Brace and a Half of thin Bucks, and Seven Brace and a Half of thin Does, which are cut in Quarters, and given to the neighbouring Farmers.

Appendix, N^o 21.Appendix, N^o 26.

In Woolmer there were formerly Red Deer kept, but there have not been any for upwards of Thirty Years past, Part of what remained (according to the Information of John Adams, a former Keeper) having been removed to Windsor, and the Remainder given by the Lieutenant to a Gentleman in the Neighbourhood.

Appendix, N^o 20.

We shall only farther observe, on the Conditions of the Grant, that under the Allowance to the Lieutenant, of separate Pasture within the King's Lands, for Two Horses for himself, or his Deputies, and for One Horse for each Forester or Keeper, the Lieutenant, and his Predecessors, have for a long Course of Years had the Possession of all the inclosed Lands of the Crown within the Forest, being 456 Acres, for their own Use and Benefit.

Remarks on the Grant of separate Pasture to the Lieutenant, &c.

The

Profits of the Lieutenant.
Appendix, N° 21.

The following Account of the Annual Profits now received by the Lieutenant, is given from Lord Stawell's own Statement.

The Great Lodge, Garden, and Pleasure Ground, and Lands within the Pale or Rail, containing about 14½ Acres, of the Yearly Value of about	£.	s.	d.
	100	—	—
Goose Green Lodge, the House occupied by Keepers; the Lands within the Pale or Rail, containing about 43 Acres, occupied by Lord Stawell	50	—	—
Old Close Lodge, and Lands within the Pale or Rail, containing about 95 Acres, let to Bennett, at the Yearly Rent of	60	—	—
Fee Farm Rent out of the Manor of Wordleham, granted by the Patent	31	2	11
Allowance of £. 130 per Annum, during Pleasure, for Payment of Salaries to Under Keepers, reduced by the Surveyor General's Poundage to	123	10	—
Profits of Windfalls, dead Wood, and Lops and Tops of Trees, Yearly, about £. 70 or £. 100	100	—	—
	£. 464	12	11

Disbursements.

Appendix, N° 22.

The Disbursements paid by the Lieutenant, on Account of the Forest, are stated to be, the Wages and Salaries of the Under Keepers in Aliceholt, being £. 135. 12 per Annum; and the Expence of repairing the Lodges, and prosecuting Offenders. Lord Stawell has sent us an Account of Sums expended by Lady Hillsborough and himself, in Repairs and Buildings in the Forest, from 1778 to 1788, both inclusive, amounting to £. 5,673. 6. 9.

The Salaries and Perquisites of the Under Keepers are as follows:

IN ALICEHOLT.

Appendix, N° 23.

William Moore, Head Keeper, a small Lodge, and Garden, adjoining to the Great Lodge.	£.	s.	d.
Salary paid by Lord Stawell, for himself and an Assistant	89	7	—
Fees from Venison, and Profits of Skins and Shoulders of Deer, on an Average,	27	—	—
Yearly Profit from Sale of Browze Wood, cut for the Deer, on an Average	2	8	—
	£. 118	15	—
N° 24. William Moore, Junior, Keeper of Goose Green Lodge; Salary, paid by Lord Stawell,	26	5	—
N° 25. Henry How, Keeper of Old Close Walk, occupies Part of Goose Green Lodge, and a small Garden; the other Part occupied by Lord Stawell's Game Keeper. Salary, paid by Lord Stawell,	20	—	—

IN WOOLMER.

Henry White, Keeper of Borden Lodge	—	—	No Salary.	N ^o 18.
The Lodge House, and inclosed Lands, containing about 10 Acres of Arable and Meadow, and 9 Acres of rough Pasture, valued by the Keeper at	—	—	4 — —	
Profits from the Sale of Peat, Turf, Heath, and Fern, on an Average of Eight Years past	—	—	42 12 7	N ^o 20.
Horn Silver, on an Average, Yearly	—	—	— 7 —	
			46 19 7	
Daniel Annett, Keeper of Linchborough Lodge	—	—	No Salary.	N ^o 29.
The Lodge House, and inclosed Lands, containing about 35 Acres of Arable, Meadow, and Pasture, and 103 Acres of rough Forest Ground, valued by the Keeper at £. 9 or £. 10	—	—	10 — —	
Profits from Peat, Turf, Heath, Fern, and Stones, on an Average of Four Years past	—	—	73 3 7½	N ^o 23.
Horn Silver, on an Average, Yearly	—	—	— 11 —	
			£. 83 14 7½	

In the Reign of James the 1st, and in earlier Times, when the Courts in this Forest were regularly held, and the Crown's Rights in it duly protected, no bad Consequence appears to have arisen from granting the Office of Lieutenant in Lease; and the Forest was then well stored with Timber. It appears by a Survey, taken in the Year 1608, that there were at that Time 13,031 Trees fit for the Navy growing in this Forest, and so many dotard and decayed Trees as were computed to contain 23,934 Loads. Another Survey was taken in the Year 1635, in which the Number of the Trees is not specified; but the Timber and Wood were valued at £. 10,247, which, considering that the Price of Timber was then only about Ten Shillings per Load, must have comprized a very considerable Quantity. The Underwood and Thorns are included in this Valuation.

State of the Forest at former Periods.

Quantity of Timber by Survey in 1608.
See Appendix to 5th Report, N^o 31.
And in 1635, Appendix, N^o 2.

During the Disturbances in the succeeding Reign, we have Reason to believe that the Timber in this Forest was almost entirely destroyed *; but, after the Restoration, though the rigorous Execution of the Forest Laws was abated, the lessening the Security which they afforded to the Timber was amply made up for, by the Attention shewn by the Servants of the Crown in this Department, by Means of which a great Stock of young Timber was speedily nursed up, and well protected. This appears by the Privy Seal and Warrants issued in 1704, for continuing the Allowance for the Under Keepers Salaries, and is confirmed by the present State of the Timber in the Forest: But from the Reign of Queen Anne, when the Civil List Act had lessened the Influence which Ministers formerly derived from the Power of granting away the Estates of the Crown, and their Attention was withdrawn from this Part of the public Property, the Interest of the Crown in this Forest has been little regarded; the thinning of the young Trees, which had grown up during the preceding Forty or Fifty Years was neglected, so that few of them have had Room to grow to a great Size, and have stood too long in that State to be now capable of Benefit from thinning; the Appointment of Verderors and Regarders which till then had been regularly chosen, was discontinued, and none have been appointed for more than Forty Years past; the driving of the Forest, either for clearing it of Cattle during the Fence Month and Winter

The Forest wasted during the Usurpation.

* (Entry Book, E. p. 221. An^o 1661. in Surveyor General's Office of Crown Lands.)

But well protected after the Restoration.

N^o 7.

Effects of Neglect during the present Century.

N^o 20.

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Haining,

Haining, or preventing the furcharging of the Common, or the Admission of the Cattle of Strangers, is entirely laid aside; and no Courts of Attachment or Swanimote have been held within Memory. None of the Keepers are sworn to do their Duty; the Inhabitants of the neighbouring Villages are suffered to lop and top the Trees, and to dig up the Roots of them as fast as any are felled; and the greatest Depredations are committed with Impunity.

N^o 19.
33

Suits concerning the
Right to cut Bushes.

Confirmed by Verdict
and Decree in 1713.

It appears from the Survey taken in 1635, as well as from the Claims preferred at the last Justice Seat, and the Proceedings at the Courts of Swanimote, mentioned in the former Part of this Report, that the Timber, Wood, Underwood, and *Thorn* or *Bushes*, were the sole Property of the Crown, and that the neighbouring Inhabitants were not then understood or admitted to have any Right whatever in the Forest, except that of Pasture, under the Restrictions there mentioned; but, early in the present Century, the Abuses had risen to a great Height, and in the Reign of Queen Anne, an Information was filed by Sir Edward Northey, Attorney General, against one John Hammond, the Owner of a small Estate in Kingsley, within the Bounds of the Forest, for cutting and taking away Bushes to repair his Fences; and a Bill was also filed against him in the Exchequer, for the same Offence. The Defendant justified the cutting of Bushes for Repairs of his Hedges and Fences, claiming it as a Right appurtenant to his Estate; and the Cause was tried at Winchester, at the Lent Assizes in 1713, when Hammond obtained a Verdict on the Information, and in Michaelmas Term following a Decree in the Exchequer, establishing the Right claimed by him. We have looked into that Decree, and the Depositions of the Witnesses; and it does not appear to us that either the Claims preferred at the Justice Seat, in which no Right to cut Bushes was pretended, or the Proceedings at the Swanimote Courts, in which the cutting of Bushes was punished as an Offence against the Rights of the Crown, or the Survey in 1635, in which the Bushes were comprized, and valued as the Property of the Crown, were adverted to on that Occasion; and though a Right so acquired, and so long exercised, is now unquestionably established, we shall venture to observe, that the Proceedings in that Suit afford the strongest Reason to believe that the Practice of cutting Bushes took its Rise from the improper Indulgence allowed by former Keepers to the Occupiers of Lands adjacent to the Forest, to cut them for outside Fences, to keep out the Deer. The Witnesses on both Sides, who were questioned concerning the State of the Forest, all concurred in saying that there was a great Quantity of young Timber then growing in it, of 30, 40, and 50 Years old, which they believed could not have been raised there without the Protection of the Bushes; and that there could not have been a sufficient Quantity of Bushes left, to nurse up such a Stock of young Timber, if the Inhabitants had formerly had the Liberty of cutting them, in the Manner then claimed.

Effects of that Deci-
sion.

The present Condition of the Forest is a melancholy Proof of the Truth of that Declaration, and of the Effects which have ensued from that Decision; for the State of the Forest is now so changed in that Respect, that there are hardly any Bushes, and very few young Trees remaining.

Survey of the Timber
in 1783.

On a Survey of the Timber in this Forest, taken by Order of the House of Commons, in the Year 1783, the Oak Timber growing there was found to be as follows:

QUALITY.

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Number of Trees.	Q U A L I T Y.	Number of Loads Girt Measure.
9,894	Trees of 30 Feet and upwards, fit for the Navy - - - -	7,214
7,762	Growing Trees, of 3 to 30 Feet - - - -	2,007
20,493	Scrubbed and uuthrifty Trees - - - -	5,751
770	Dotard or defective Trees - - - -	167
38,919		* 15,141

and 6,119 Saplings, of 1 and 2 Feet each; besides Beech, Ash, and Elm Timber; the Particulars of all which are given in an Abstract of that Survey in the Appendix, together with a Computation of the Value of the Timber and Trees in each Class, amounting in the Whole to £. 50,399. 13. 9. Mr. Briant, the Woodward and Deputy Surveyor, by whom that Survey was taken, is of Opinion that the Quantity of the Timber fit for the Navy, deducting what has been felled, and allowing for the Increase in Growth since that Time, is now about 1100 Loads less than when that Survey was taken; which reduces the Amount of his Valuation to £. 45,862. 8. 9. and both he and the Purveyor of Portsmouth Dock Yard, who viewed the Forest at our Desire, are of Opinion that most of the Trees are nearly of the same Age, being from 100 to 120 Years; which also agrees with the Opinion of the Surveyor employed by us, and with our own Observations on viewing the Forest, as well as with the Evidence on the Trial in 1713; and is a clear Proof that the present Stock of Timber may be almost wholly attributed to that Care and Attention which was bestowed on it, from the Restoration to the End of the last Century, and for a few Years afterwards. The small Number of Saplings, compared with the Number of Grown Trees, shews how little young Timber has been suffered to get up for many Years past: And it is the Opinion of every Person acquainted with the Forest, whom we have conversed with respecting it, that unless some Regulations shall take Place, and some other Means be provided for raising young Timber, for which the Busses were formerly sufficient, no farther Succession of Trees can come up; and, consequently, that the present Stock of Timber is the last that the Forest can ever produce.

Among the Effects of that Inattention to the Rights of the Crown in this Forest which has prevailed for several Years past, may be mentioned the Incroachments or Claims made by the Lords of adjoining Manors, to Parts of the Soil of Woolmer. The most material of these is a Claim of the Lord of the Manor of Mill Land, to about 220 Acres of the Waste, called Oak Hill, or Holly Hill, in Linchborough Walk. This Land appears to lie within the Bounds of the Forest; and the before-named John Adams says, that his Father and himself, when Keepers, always cut Turf and Heath, and dug Stones there, for Sale, as in other Parts of their Walk, and in particular that he sold Stones from thence to Sir Thomas Ridge, a former Proprietor of this Manor; but that Mr. Richardson, a late Owner of it, took upon himself to cut Timber, and prevent the Keepers from cutting Turf, &c. on that Land, as formerly; and Mr. Uterfon, the present Owner, has put his Mark upon the Trees now growing there, since they were surveyed and marked as belonging to the Crown. This Claim is of the more Importance, as the Land in Question is almost the only Spot in Wood-

Appendix, N^o 30.
34 32.Appendix, N^o 19.N^o 33.
The Trees all nearly
of the same Age.Very little young
Timber.And no Prospect of
any more coming up.Incroachments on
Woolmer.N^o 20.N^o 29.

Note.—The Number of Loads here mentioned is little more than One Third of the Number stated in the Account of the Timber in this Forest, laid before the House of Commons by John Pait, Esquire, late Surveyor General, in 1783, abridged from the same Survey: The Difference arises partly from the Quantities in that Account being stated in Square Measure, which gives the Number of Loads One Third more than in Girt Measure (Two Loads of Timber Girt Measure being equal to three Loads Square) but was principally occasioned by an Error of the Person employed to make that Abstract, who appears to have taken the Timber in Holt Forest twice into the Account, as is explained more fully in an Abstract taken from the original Survey, and inserted in the Appendix, N^o 31.

mer where any Timber is growing, and is, perhaps, the best adapted for an Inclosure for the Growth of Oak; and we cannot avoid giving it as our Opinion, that an Incroachment of this Kind ought speedily to be resisted, while Persons are living who remember the Acts of Ownership on the Part of the Crown, which we have mentioned, and whose Evidence may be necessary, in addition to what arises from the Perambulation, or other Records, in order to prevent the Parties from acquiring a Title to the Land, by long uninterrupted Possession. The Claim of the Lord of the Manor of Oak Hanger, or Chapel Manor, seems to us to be of little Importance, the Keeper, who is the Officer of the Crown, being in the constant Exercise of the Right of cutting Turf on that Land for Sale, as in other Parts of his Walk.

Surveyor General of the Woods, and Woodward, or Deputy Surveyor.

N^o 19.

The only Officers who have any Concern or Interference in the Management of this Forest, besides the Lieutenant and the Under Keepers, are the Surveyor General of the Woods, and the Woodward or Deputy Surveyor, whose chief Business seems to have consisted in making Wood Sales, for Payment of the Annual Allowance for the Keepers Wages, and in executing Warrants for Falls of Timber for the Navy. The Deputy Surveyor describes it to be a Part of his Duty to endeavour to protect the Wood and Timber, and that when he detects any Offenders he endeavours to get them punished; but as he lives out of the Forest, and must depend chiefly on the Under Keepers for Information, it is obvious that the Forest can receive no effectual Protection from his Superintendence.

Emoluments of the Surveyor General.

The Emoluments of the Surveyor General, arising from this Forest, are nearly the same as we have stated to have been received by that Officer from other Forests; viz.

20 s. per Day (Sundays excepted) for Attendance and travelling Expences in the Execution of Warrants, or other Service, in that Forest; and

5 per Cent. on all Monies received by him, whether arising from the Forest or from other Funds, to be expended there; which Payments are allowed by the Auditor, in stating and passing his Accounts. Also

5 per Cent. retained by him, on the Payment or Expenditure of those Monies; and

5 per Cent retained out of the Produce of Wood Sales in the Forest.

Emoluments of the Woodward.
N^o 19.

The Woodward, or Deputy Surveyor, states his Salary to be £. 30 per Annum, and that he receives no Fees or other Emoluments whatever.—That Salary is paid to him by the Surveyor General; but is repaid out of the Produce of the Timber felled in this Forest.

Remission on the Mode of executing the Business of the Surveyor General of the Woods.

The Manner in which the Business in the Department of the Surveyor General is conducted in this Forest, admits of unlimited Abuse; and very great Irregularities appear to have prevailed in it. On the Falls of Timber for the Navy the Deputy Surveyor says that sometimes a Purveyor of the Navy has attended the marking of the Trees, and sometimes not; that he has commonly applied to a Justice of the Peace to be present, but no one ever attended until the Fall made last Year; and that no Purveyor was then present, though required by the Warrant: The Officers of the Dock Yard have, consequently, no regular Account of the Number of Trees felled, to enable them to check the Delivery of the Timber. Upon the First Fall for the Navy, in 1777, a greater Quantity was cut than was authorized by the Warrant, and upwards of Forty Loads of it were delivered to one Henry Mills, a Contractor with the Navy Board, for his own Use, at the same low Price at which the Forest Timber is delivered for the Navy, being little more than Half of the real Value; and on the Second Fall, in 1783, the same Henry Mills took upon himself to mark 180 Trees for felling more than the Deputy Surveyor judged sufficient to make up the Quantity then ordered to be cut; but on a Representation of those Proceedings to the Treasury, by the

the Lieutenants, the felling of the last-mentioned Trees was prevented, and Mills was compelled to pay the Market Price for those First delivered to him. The Mode of conducting the Wood Sales, for Payment of the Salaries of the Under Keepers, is equally loose and uncontroled: The Number of Trees to be taken down for that Purpose, and the felling and Sale of them, is wholly left to the Discretion and Management of the Deputy Surveyor, under a general Order for paying those Salaries out of Wood Sales, and without the Interference of any other Officer; the Produce of the Sales is paid into his Hands; he is frequently a Purchaser of the Forest Timber himself*; and his Certificate is accepted as the Voucher for the Account.

It is obvious that a System like this affords no Check on the Quantity or Value of the Timber that may be cut in the Forests, nor any Security that the Whole of what is felled for the Navy, or for Sale, shall be delivered at the Dock Yards, or duly brought to Account: But the Whole depends on the Personal Integrity or Care of the single Officer to whom it is entrusted; and who in this Forest appears to have sometimes acted in the various Capacities of Seller, Buyer, and Accountant; though not to the same culpable Extent, or in a Manner so harmful to the Public, as we found practised by the Deputy Surveyor in Dean Forest.

It was necessary for us to examine the Accounts of the Surveyors General, in order to ascertain the Yearly Produce and Expence of this Forest. In our Reports on Dean and New Forests, where the Falls of Timber are more frequent and regular, and where, consequently, a fair Judgment may be formed of the Annual Produce, from an Average of a less Number of Years, we thought it sufficient to give a Statement of the Produce and Expenditure in each, from the Commencement of His Majesty's Reign to the End of the Year 1786; but in this Forest, where there were nearly 1,800 Loads of Timber felled for the Navy between the Years 1776 and 1784, and none for a Century before, and where, at former Periods, considerable Sums were laid out, which were drawn from other Funds, a View of the Income and Outgoings for a few Years past would by no Means convey a just Idea of the General Produce or Charge of the Forest: We have therefore thought it right to give Two Statements, one for the same Period as in the other Forests, viz. from 1761 to 1786, and the other from the Beginning of the present Century, down to the same Time. From the First it appears that the Amount of the Wood Sales, with the Price of the Timber felled for the Navy, from 1761 to 1786, was £.8,321. 14. 7, and that the Salaries and Perquisites to Officers, Expences of felling the Timber, and other incidental Charges, amounted to £.6,909. 2. 6, the clear Produce during those 26 Years being £.1,412. 12. 0, or, One Year with another, about £. 54 per Annum. The other Statement (which comprises the Articles in the former) shews the Produce of Wood Sales and Navy Timber, from 1700 to 1786, to have been £.15,414. 19s. 3d, and the Amount of Salaries, Allowances, and other Charges, £.24,089. 10s. 10d; so that, instead of producing any clear Revenue, during the present Century, this Forest has occasioned a Loss to the Public of £.8,674. 11s. 7d, that Sum having been expended upon it, over and above the Value of all that it has produced.

Average Produce and
Expence of this Forest.

Appendix, N^o 35.

Average Profit since
1761 £. 54 per Ann.

Appendix, N^o 36.

Loss during the pre-
sent Century,
£. 8,674. 11. 7.

* Note, Kemble Whaley the late, and Robert Brint the present, Deputy Surveyor, are frequently mentioned by Name, in the Accounts of the Surveyor General, as Purchasers of the Forest Timber.

Recapitulation.

IN the preceding Part of this Report, we have endeavoured to shew what Rights were possessed in this Forest by the neighbouring Inhabitants during the last Century, the additional Privilege they have since acquired in Consequence of the Decision in 1713, the Incroachments which have been made on the Forest, and the Abuses which have been suffered to prevail.

We have stated the Terms of the Grant of the Office of Lieutenant, and the Doubts which have arisen upon the Construction of some of the Clauses in it; and have explained the Liberties which have been taken, and the Advantages now enjoyed by the Grantee.

We have also stated the estimated Value of the Forest Land, as well as of the present Stock of Timber; and have shewn that there are very few young Trees now growing there, and very little Prospect that any more can get up under the present Management, hardly any Bushes being left to protect them; and that the valuable Interest which the Crown has in this Forest is in Danger of being sacrificed to that of the Commoners, while their own Estates will be benefited very little; and that the great Object to the Public, of providing a Supply of Timber from thence for the Navy, will be completely lost, unless some effectual Remedy shall be speedily applied.

Mode of improving this Forest.

It remains for us to point out what Course we think, under the Circumstances which we have mentioned, should now be taken to render this Part of the Public Property of the greatest immediate Advantage and future Value.

Acts for the Improvement of Waste Lands in general, and Increase of Timber.

It is obviously repugnant to every Idea of Justice and good Policy, that the Rights of one Party in any joint Property should be sacrificed to those of another, and the Improvement of the Property at the same Time prevented; and the Legislature has, by various Acts of Parliament, passed in antient as well as in modern Times, wisely interposed its Authority, in order to enable the Lords and Owners of the Soil of Wastes and Woodlands, in which there are Rights of Common, to inclose and improve a reasonable Proportion of them.

30 Hen. III. Cap. 4.
13 Edw. I. Cap. 46.

By the Acts of 20th Henry III. and 13th Edward I. the Lords of Wastes, Woods, and Pastures, are impowered to improve and make Inclosures, " notwithstanding the Contradiction of those having Right of Common therein, leaving so much Pasture as sufficeth to their Tenements; and in case of Complaint, that sufficient Pasture has not been left, that Matter is to be enquired into, and determined by Assize."

15 Hen. VIII. Cap. 17.

By the Act 35th Henry VIII. it is provided, that Persons who have Woods, wherein others have Common of Pasture, shall not sell the same, until One Fourth Part of such Woods shall be set out and divided by the Lord, with the Assent of the Commoners; and if they do not assent to such Division, that Two Justices of the Peace shall call before them the Lord and the Commoners, and proceed to the severing and dividing the same; and within Three Months next after such Division, the Owners of the same Woods shall inclose the same; and the Compensation made to the Commoners, for excluding their Cattle from the Part inclosed, is, that they are to have Right to send their Cattle into the Residue, and that the Lord is excluded from putting his Cattle therein; but after the Inclosures are thrown open, the Lord is allowed to send his Cattle again into the said Residue.

25 Geo. II. Cap. 36.

The Act of 25th George II. confirms the Acts before mentioned, and farther provides, that the King, and all other Owners of Wastes, Woods, and Pastures, wherein there is Right of Common, may, with the Assent of the major Part in

Number

Number and Value of the Owners and Occupiers of Tenements to which such Right of Common belongs, inclose and keep in Severalty, for the Growth and Preservation of Timber, or Underwood, any Part of such Wastes, Woods, and Pastures, upon such Conditions as shall be agreed by them.

These Acts which relate only to Common Wastes, and Woodlands, sufficiently shew the Desire of Parliament to remove the Obstacles to Improvement; but the Reasons for the Interposition of the Legislature, in order to separate those mixed Rights in the Royal Forests, are much more urgent than in other Property; for in ordinary Cases of Commons and Waste Lands, the Evil is confined to the Waste itself; but in the Royal Forests it extends much farther, there being in most of them, and in that One in particular which is described in this Report, a great extent of private Property within the Perambulation, already inclosed and improved, which is subject to "the Charge and Burthen of the Forest Laws;" and at the same Time that the Rights of Common which those Estates have in the Part belonging to the Crown obstruct the Growth of Timber, the Restraints which the Crown is empowered, by the Forest Laws, to impose on the Use of private Property within the Perambulation, must be disagreeable to the Proprietors of those Estates; and the Right to increase the Stock of Deer to any Number, without Limitation, puts it in the Power of the Crown to render the Pasture of the Forest of little or no Value to the Commoners, and subjects their Property to greater Injury, from the Incursions of the Deer, which must become more frequent, and more detrimental, in Proportion as the Number is increased; for which Injury the Commoners have not at present any Remedy, no Person having a Right to kill the Deer within the Perambulation, without having a Grant of Free Hay, or some special Privilege.

Reasons more urgent for the Improvement of Forests than other Waste Lands.

It appears that the Rights of Common which private Estates within the Perambulation of a Forest had in the Lands of the Crown, were formerly considered as no more than a fair Compensation for the Forest Rights which the Crown had over those Estates; and accordingly, when Lands were disafforested, as they were thereby freed from the Charge and Burthen of the Forest Laws, and the *Haut* of the King's Deer, they were at the same Time deprived of their Right of Common in the Forest; but if the same Lands were afterwards re-afforested, they became restored to that Right.

33 Edw. I. Manwood, pt. 83, 84, and 99.

Towards the End of the last Century, Two Acts were passed, for the Increase and Preservation of Timber in Dean and New Forests, which furnish Precedents for the Interposition of Parliament in the Improvement of other Forests. Of these the Case of Dean Forest is the most analogous to that of Aliceholt and Woolmer.

Acts for Improvement of Dean & New Forests. 20 Cha. II. Cap. 3. 5 & 10 W. III. Cap. 36.

The Case of Dean Forest analogous to the present.

Within the Perambulation of Dean Forest there were considerable Estates which had Right of Common of Pasture and Pannage, and claimed Estovers in the King's Waste: There were no Deer in the Forest at the Time of passing the Acts; but the Crown had a Right to keep Deer, as in other Forests, without Limitation: The private Estates were subject to the Forest Laws, and to the Range of the Deer.

Commons Journals, Vol. II. pt. 45 to 48.

The King's Waste contained about 23,000 Acres; and after the fullest Discussion in Parliament, the Act which we have referred to was passed, by which the Crown was empowered to inclose 11,000 Acres, being nearly One Half of the Waste of the Forest, freed from all Manner of Right, Title, or Pretence whatever; with Power to make new Inclosures in the Residue, on throwing open an equal Quantity of the Land first inclosed. All Claim to Estovers was given up, and all Trees and Wood

growing,

growing, or to grow, on the whole 23,000 Acres, were declared to be the Property of the Crown: The Right to Common of Pasture, which formerly extended over all the Forest, was confined to the Part left uninclosed; and the Right of the Crown to keep Deer without Stint, was limited to Eight Hundred in the open Part of the Forest; "and to the End that some Recompence might be made to those Persons whose Right of Common, within the Inclosures, was taken from them, for the necessary Preference of the Timber," their Estates within the Perambulation were freed and exonerated from the Range of the Deer, and from those Restrictions on the Use of their Property which the Forest Laws imposed.

An Act proposed for this Forest similar to that for Dean Forest.

The Account which we have given of the Rights of the Crown, and of the private Proprietors, and neighbouring Inhabitants, in Aliceholt and Woolmer, will be found so similar to those in Dean Forest, the Rights in the latter were so deliberately considered, when the Act for its Improvement was passed, and the Effects which resulted from that Act were so beneficial to the Crown as well as to the Country, that we are induced humbly to propose that a similar Act should now be passed for the Improvement of this Forest; with this Difference only, that in order that a greater Proportion may be set apart for the Growth of Timber, no Deer whatever should be kept on any Part of this Forest; and as the neighbouring Inhabitants have acquired a Right to cut Bushes in the Forest, that when the Trees in the Inclosures shall be past Danger from Cattle, and it shall be judged proper to lay open a Part, on inclosing an equal Quantity of the Residue, they shall then be entitled to cut Bushes in the Parts so laid open.

In forming a Plan for the Improvement of New Forest, where the Claims are so numerous, and the Rights of the Crown over the different private Estates within the Perambulation so various, and where there would probably be a Necessity for the Examination of many Witnesses, to ascertain the Rights of Parties, preparatory to a Settlement with them, it appeared to us to be proper to recommend the Appointment of Commissioners for making those necessary Investigations, and to treat with the Claimants for bringing about the Settlement there proposed; but the Forest of Aliceholt and Woolmer being much less extensive, the Claims on it less numerous, and the Rights which the Crown has over the different private Estates less various; the Case of Dean Forest being also so similar, and the Act for the Improvement of that Forest affording so good a Precedent, we have not supposed that the Appointment of Commissioners would be found essentially necessary in this Instance, previous to the passing of an Act, but that any further Information that might be deemed requisite, for enabling Parliament to determine on the Propriety of the Measures to be adopted, and the exact Proportion of this Forest which should be inclosed for the Cultivation of Timber, might be obtained during the Progress of a Bill, as was done in the Two Instances of Dean and New Forests. If, however, the Mode of Settlement by Commissioners should be thought more proper or expedient, we would, in that Case, humbly propose that Powers should be given to the Commissioners, similar to what we have recommended in our Report on New Forest; and that they should be intrusted and empowered, either to make such an Arrangement and Settlement as we have proposed in this Report, or to purchase the just Claims on the Forest, giving to the Claimants the Price or Value of them, either in Money, or in an adequate Share of Land; so as to effect an entire Separation of Rights, and Division of the Soil; and such a complete Division would be by far the most likely Means to prevent future Intrusion, or Waste, and to raise the Property, whether in Wood or in Tillage, to the highest State of Improvement.

Or an entire Division and Inclosure of the Forest.

Proposed Mode of future Management.

After a Settlement shall be made between the Crown and those having Rights of Common, a similar System of Management to that which we have proposed in our Report on New Forest should take Place here, proportioning the Number of Officers

to the Extent, and other Circumstances; and as the Trees, in general, at present growing in this Forest, are found to be past Improvement, and suffer daily from the Depredations of the neighbouring Inhabitants, we are of Opinion that the Timber should be cut, and disposed of, in Annual public Sales, in such Quantities as may be brought to Market without depressing the Price, reserving only such Trees as are in the most thriving State, or may be proper to be left to drop their Acorns, and render the future Succession more certain; and such likewise as should be left for Ornament, among which we cannot avoid particularly mentioning one ancient and decayed Tree, called the Grindstone Oak, which being one of the largest Trees in England, measuring about 34 Feet and a Half in Circumference, at Five Feet from the Ground, and computed to contain 27 Loads of Timber, is a Proof what this Forest is capable of producing, if properly taken Care of.

The alarming Decrease of Oak Timber in this Kingdom, still confirmed to us on every Enquiry, and the growing Demand for private Shipping, as well as for the Navy, call for the Improvement of the Forests; and our Duty requires that we should suggest Plans and Regulations conducive to that End, though they may lessen the Advantages and Emoluments of those employed under the present System of Management: But it would, perhaps, be hard on those who may have been led, by the former Practice of Government, to consider their Residence in the Forests as permanent, and would not, in our Opinion, be consistent with the Dignity of the Crown, to strip away all Trees that are conducive only to Ornament, and reckon the Beauty of the Forests as not deserving of any Care.

Previous to the proposed Sale of Timber, the Forest should be divided into so many Parts, as that each Division shall contain no more than may be sold in One Year; and each Part should be fenced in, as soon as the Trees are removed, until the Whole of the Ground set apart for Inclosure shall be inclosed. The Deputy Surveyor, and the Purveyor of Portsmouth Yard, are of Opinion, that the Whole of the Timber may be sold in Eight or Ten Years, without bringing down the Price; and they think that it would be the most advantageous Way of disposing of it, to sell the Navy Timber along with the rest. In that Case, such as is fit for the Navy may be secured for the Dock Yards, by making it a Condition, at the Sale, that the Navy Board shall have the Liberty of taking it at the usual Prices given to Contractors for Naval Timber delivered at the Dock Yards, under similar Circumstances. This Mode would not only preserve the proper Timber for the Navy, but by making the Purchaser sure of the best Price for those Kinds, prevent the Value of the rest from being depreciated, by any Suggestion of the Timber to be sold being only the Refuse of the Forest.

If either of the Plans we have suggested for the Improvement of this Forest shall take Place, we are satisfied that the whole Property will be rendered more valuable, and that the Crown and the Commoners will receive mutual Advantage from the Change.

The Public will, in the first Place, receive, probably, from Forty to Fifty Thousand Pounds for the Timber growing there; and the Part of the Forest allotted for Inclosure will, in Time, become a valuable Nursery of Timber, the Soil of Alceholt being very fit for the Growth of Oak, and that of Woolmer for the Larch and Fir Trees, of which latter Sort there are some small Plantations, made for Ornament, about 25 Years since, which are now in a very thriving State: And the whole Expence of Carriage to the Dock Yards in the River does not exceed £. 1. 8s. per Load. And we do therefore willingly recommend this Plan, because it would furnish an ample Fund, derived from the Forest itself, for the Improvement not only of this Forest, but also of Denon and New Forests.

A general Sale of the Timber.

Reserving only thriving Trees;

and Trees proper to be left for Seed or Ornament.

Proposed Mode of selling the Timber.

Advantages of improving this Forest.

To the Public.

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To those having
Rights of Common on
the Forest.

The Rights of the Commoners will also become more valuable: The Pasture for their Cattle in the Holt, which is at present of small Value, after the Feeding of the Deer (upwards of 1900 Acres of the Lands being covered with Wood, and less than 500 Acres open Pasture) will be worth much more to them when the Deer and Timber are removed. The private Property will be freed from the Injuries to which it is now liable from the Deer, and which would be very much increased, if Government should again stock Woolmer with Red Deer, in case it shall not be disafforested; and the making of Inclosures for the Growth of Timber will be the Means of raising Bushes, of which there are hardly any at present in the Forest, and which those who have obtained the Right, will have the Liberty of cutting, for repairing their Fences, when the Inclosure shall be laid open. If the more complete Division before suggested shall take Place, the Commoners will obtain a Share of the Soil, instead of their former Rights, and will, in that Case, reap the Benefits which are commonly derived from the Inclosure and Improvement of Wastes.

Proposed Compensation
to the Lieutenant.

We have fully stated what Rights are granted to the Lieutenant by his Lease. The Privilege which we apprehend would be chiefly affected by the Adoption of either of the Plans we have suggested, is that which relates to the Deer: By the Terms of the Grant, the Lieutenant is allowed to take One of each Kind Yearly for his own Use: The Perquisite of a Stag and a Hind ceased, of course, on the Removal of the Red Deer, about Thirty Years ago; and we should apprehend that there must be the same Right to remove the Fallow Deer from Aliceholt, as there was to remove the Red Deer from Woolmer. How far the discontinuing to serve Venison for the Use of His Majesty, or any of His Officers, may constitute an Exemption, or vest the entire Property or Disposal of the Deer in the Lieutenant, contrary to the express Terms of his Grant, is not for us to decide; but however unwise it may have been in Government to make such a Grant, the Rights and Advantages conferred by it must undoubtedly be continued to the Grantee during the Term of his present Lease, unless he shall be disposed to sell it to Government, at a fair Price; or a full Compensation must be given for such of them as he may be deprived of, by the Execution of any Plan for the Improvement of the Forest. This last may perhaps be done by renewing the Grant of the Office of Lieutenant, with the Great Lodge, and inclosed Lands round it, on beneficial Terms, but without any of the Conditions which have been found prejudicial to the Forest, or that may be liable to Misinterpretation; but it cannot reasonably be desired that a System of Management which is found by Experience to defeat the public Object of raising Timber for the Supply of the Navy, and which is likely to render the Property itself of no Value to the Crown, should be longer continued, if substantial Justice does not require it, and we must give it as our clear and decided Opinion, that no Renewal of the Lease should be granted on the present Conditions, and that none of those Advantages which are hurtful to the Timber, should on any Account be suffered to continue.

In the mean Time, and until the Alteration in Management shall take Place, the Annuity of £. 130 allowed by Government, during Pleasure, in order to be paid over to the Keepers, for their better Encouragement in protecting the Timber, should (if it shall be His Majesty's Pleasure to continue it) be paid in such a Manner as to make them subject to the Orders of the Surveyor General of the Woods; and if they shall not be found effectually to protect the Timber, that Annuity should be paid to others, to be hired for that sole Purpose; a Regulation which we judge to be the more necessary, as we are informed that the Abuses of lopping and topping the Trees have already been increased since we viewed the Forest, and because it is probable that those accustomed to commit such Offences will become still more daring and desperate, when they hear of a Proposal to cut the Timber, by which their Profits must cease.

We

We cannot close this Report without observing, that though this Grant, which has had Effects so prejudicial to the Estate of the Crown, is not a Grant of the Forest, but of an Office to which Duties are annexed, as well as Emoluments, and those Duties have been neglected, while the Emoluments have been increased, yet it ought to be considered that these are the Consequences of the total Relaxation which has so long prevailed in this Department, and the Blame is left to be imputed to the Grantee, than to the System of Management, which affording no effectual Check on those entrusted with the Care of any Forest, naturally leads to such Abuses.

Under an Office for the Management of the Landed Estates of the Crown, properly constituted, and keeping regular Entries, or Registers, of every Grant, Warrant, or Proceeding, relative to any Part of the Property, Incroachments on the Crown's Rights would be so easily detected, that they could not long prevail. Without such Guides, it is neither an easy nor a pleasant Part of our Duty to discover what the Crown really intended to grant, or to reserve, and to trace the Steps by which Advantages have been acquired by Individuals, or the Crown deprived of any Part of its Rights.

One of the worst Effects of this Relaxation in the Government is, that the Grantees of Offices, being left so long in the undisturbed Possession of the Profits of what has been entrusted to their Care, are gradually led to look upon the Property itself as their own. To attempt a Reform in the Management,—to revive the Rights of the Crown,—and to endeavour to put a Stop to Emoluments, which, though inconsistent with the Public Interest, have been long enjoyed, may possibly now have the Appearance of Hardship; and where the Abuses have not originated, or been increased, during the Time of the immediate Possessor, perhaps it may be judged proper to give some Recompence for the Loss of Advantages, which, though at first improperly taken, have received a Kind of Sanction from the Inattention or Forbearance of Government: But whether there should be any such Compensation given in the present Instance, beyond what may be fairly claimed in Return for any of those Emoluments which may be given up during the Term of the subsisting Lease, or what that Compensation ought to be, is not for our Consideration, and must be left to the Wisdom of the Legislature to determine: Our Duty requires only that we should state the Circumstances distinctly, in order that the Means of judging may not be wanting; and that we should suggest such Plans of Improvement, and better Management, of this Part of the Public Property, as we think the most likely to increase the Supply of Timber, so much wanted for the Royal Navy.

If either of the Plans we have suggested for this Forest shall meet with the Approbation of the Legislature, we are of Opinion that an Act should be passed for carrying it into Execution, before the Timber should be felled, lest, by rendering the Pasture more valuable, the Commoners should become more unwilling to agree to the Arrangement proposed; and as the present State of the Timber is such that the greatest Part of it must diminish in Value the longer it continues standing, and no Succession of young Trees can come up, we humbly submit, that in our Opinion the Public Interest requires that the Plan which shall be adopted for the Improvement of this Forest should be carried into Execution as soon as the Claims of the Lieutenant shall be duly ascertained, or his Lease purchased, and such a Change shall take Place in the System of Management of the Royal Forests, as that the Officers to be employed shall receive adequate Salaries for their Services, free from Deduction, and without any Perquisite, in Lieu of the present numerous and irregular

Fees,

Fees, Potindages, and Emoluments, by which the Produce to the Public, of the proposed Sale of the Timber, would be much impaired.

Land Revenue Office,
Scotland Yard,
8th February, 1790.

CHA' MIDDLETON, (L. S.)
JN^O CALL, (L. S.)
JOHN FORDYCE, (L. S.)

APPENDIX.

A P P E N D I X.

THE UNIVERSITY OF CHICAGO

A P P E N D I X.

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PERAMBULATION of the Forest of Aliceholt and Woolmer, in the 28th Year of King Edward Ist.—from the Tower.

ROT. PERAMBULAC^o. de Anno Regni Regis Edwardi Primi Viceſimo octavo. m. 4.

Southton. } **R**EX Omnib^{us} ad quos &c. Sal^{tem}, SCIATIS q^{uod} cum Coiſas Regni n^{ost}ri nobis concesserit Quintadecimam omn^{ium} Bos^{orum} su^{orum} mobil^{ium} que h^{ab}uit in Feſto Sc^{ilicet} Michi^{lis} primo futuro extunc taxand^{os}, Qu^{od}quidem Quintadecima poſt hujus-modi Taxacoem colligi debet, lev^{ari} & fidelit^{er} nob^{is} ſolvi, Volumus & concedimus p^{ro} nob^{is} & Hereditib^{us} n^{ost}ris q^{uod} p^{er}ambulationes ſic coram dilec^{to} & fide^{li} n^{ost}ro coram Joh^{anne} de Berewyk & Socijs ſuis ad hoc assignatis p^{re}ceptum n^{ost}rum de Forestis n^{ost}ris in Co^mſi^{li} Southton de cetero teneant^{ur} & obſerveant^{ur} p^{er} Metas & Buodas contentas in eisdem p^{er}ambulationib^{us} quas Tenor de Verbo ad Verbum ſequitur in hunc Modum.—PERAMBULACIO ſcia in Co^mſi^{li} South de Forestis D^{omi}nⁱ Regis in eodem Co^mſi^{li} coram Joh^{anne} & Berewyk Waltero de Glouceſt^{ria} Waltero de Pavely & Joh^{anne} de Crokeſſy ad hoc assigne in p^{re}ſencia Joh^{annis} de Romeſy Tenentis Locum Juſtici^{um} Foreſte, Foreſtal^{is} et Virida^{ri}, incepta in Craſtino Aſſenſionis D^{omi}nⁱ apud Wynt Anno Regni Regis Edwardi Filⁱⁱ Regis Henrici Viceſimo octavo, D^{omi}n^{us} Rex mandavit p^{re}ſato Joh^{anni} & Socijs ſuis Bre^{ves} ſuis in hoc Verba EDWARDUS Dei Gra^{ti}a Rex Angl^{ie} D^{omi}n^{us} Hib^{ernie} & Dux Aquit^{onie} dilec^{ti} & fidelit^{er} ſuis Joh^{anni} de Berewyk Waltero de Glouceſt^{ria} Waltero de Pavely & Joh^{anne} de Crokeſſy, Sal^{tem}, QUIA Vo^{lunt}us q^{uod} Carta D^{omi}nⁱ Regis H^{enrici}, quondam Regis Angl^{ie} Pri^{us} ori^{gine} de Foresta in omnib^{us} & ſingulis ſuis Articulis firmit^{er} & inviolabil^{iter} obſerveat^{ur}, Assignavimus vos ad convocand^{um} in p^{re}ſencia v^{ost}ra Juſtici^{um} Foreſte n^{ost}re circa Trentam vel ipſum quem poſuerit Loco ſuo et omⁿes Foreſtarios de Feodo & Viridarios Foreſtal^{is} n^{ost}ri in Co^mſi^{li} South et Wynt^{onia} & ad p^{er}ambuland^{um} rectam p^{er} Viſum v^{ost}rum & illoſ in ipſa Foresta p^{er} Sacrament^{um} tam Militem quam alioſ p^{ro}bo^{rum} & legal^{ium} Ho^{minu}m de eiſdem Co^mſi^{li} p^{er} quos Rei Veritas melius ſci^{ri} & p^{er}ambulacio illa fieri poterit faciend^{um} juxta Tenorem Carte p^{re}ſce, Sal^{tem} ſemp^{er} Juramento n^{ost}ro & Jure Cor^{poris} n^{ost}ri Ro^{gis} n^{ost}ri aſſi^{li} Campnijs & omⁿi alioſ. ITA TAMEN q^{uod} ſi aliquem v^{ost}rum morte vel Infirmirate contingerit impediri quominus ad hoc intendere poſſit, Volumus q^{uod} vos Loco illius qui ſe fuerit impedire unum Militem diſceret^{is} & legal^{em} vel alium de Co^mſi^{li} p^{re}ſce aſſociet^{is} ad p^{re}miſſa una vob^{is} ſcum exequend^{um} ad quod faciend^{um} vob^{is} tenore p^{re}ſent^{is} p^{re}ſent^{is} p^{re}ſent^{is} comitimus Pot^{estatem} ET IDEO vob^{is} manda^{mus} q^{uod} ad certos Dies & Loca quos ad hoc p^{re}videritis p^{re}miſſa faciatis in forma p^{re}ſce Mandavimus enim ſingulis Viceco^mſi^{li} n^{ost}ris Co^mſi^{li} p^{re}ſce q^{uod} ad certos Dies & Loca quos eis ſci^{ri} facietis, venire faciant coram vob^{is} tot & tales tam milites quam alios p^{ro}bo^{rum} & legales Ho^{minu}m de Ball^{is} ſuis p^{er} quos Rei veritas in p^{re}miſſis melius ſci^{ri} & p^{er}ambulacio p^{re}ſce fieri poterit ſicut p^{re}ſent^{is} eſt, Et p^{er}ambulationem illam diſting^{ere} & agere ſcam ſub ſigill^{is} v^{ost}ris & ſigill^{is} e^{or}um p^{er} quos ſca fuerit nob^{is}, reportetis antequam aliqua Execucio vel aliud inde fiat ut extunc inde fieri faciamus quod ſol^{um} Tenorem Carte p^{re}ſce faciend^{um}. IN CUJUS Rei Teſtimoni^{um} has L^{itteras} n^{ost}ras fieri fecimus Pa^{rentes}. Et me ipſo apud Weſton primo Die April^{is} Anno Regni n^{ost}ri Viceſimo octavo, AUCTORITATE cujus mandati p^{re}ſce Joh^{annes} & Socij ſui mandaverunt Rei Su^o Vi^{ce} ſu^o ſu^o ſu^o q^{uod} venire faceret coram eis apud Wynt^{onia} in Craſtino Aſſenſionis D^{omi}nⁱ tot & tales tam Milites quam alios lib^{eros} et legales Ho^{minu}m de Co^mſi^{li} ſuo p^{er} quos Rei Veritas melius ſci^{ri} poterit et eciam omⁿes & ſingulos Foreſtal^{is} et Virida^{ri} omⁿi^{um} Foreſtal^{is} ſocios Co^mſi^{li} ſui, ad quom^{odum} Diem idem vi^{ce} ſimul eum Milicib^{us} & lib^{eros} Tenentib^{us} ejuſdem Co^mſi^{li} et eciam omⁿes Foreſtal^{is} & Virida^{ri} Foreſtal^{is} p^{re}ſce ibidem venerunt & p^{er} e^{or}um aſſenſum elegerunt Joh^{annem} de Baſyng^{ton}, Joh^{annem} de Popham, Hug^{onem} de Chykeſhulle, Baldewyn^{um} de Belwalneio, Joh^{annem} Roomey, Hug^{onem} de Eſteor, Joh^{annem} de Dummer, Edmundum de Sutton, Thomam de Leynnon, Valentium Breks, Rob^{ertum} de Cle^{ve}, Joh^{annem} Daundeley, Phi^{lip} de Denemed, Joh^{annem} de Theiden, Alan^{um} de Sutton, Radum de Godeworth, Nich^{olai}um de Iſchen, Hen^{ricum} de Born, Phi^{lip}um de Heyford, Will^{elmu}m Strecher, Will^{elmu}m de Tygehale, Thomam Skaks, Rob^{ertum} de Tottenore, Rich^{ardum} de Sutton & Ric^{ardum} de Tyſted, QUI in p^{re}ſent^{is} in Baſſa Ade Gordon Cap^{itani} Foreſtarij de Halſeyholte & Walu^{mere} & in ejuſ p^{re}ſent^{is} & in p^{re}ſent^{is} Ricci de Weſt^{on} & Petri de H^{ughes} Viridarij p^{re}ſce Foreſte p^{er} Sacramentum Suum DICUNT & ſic poſſeſſerunt, VIDEL^{icet}, ad Vad^{um} de Amersford & ſic uſq^{ue} Hyngtonbach & ſic uſq^{ue} Aldewyk & ſic p^{er} mediam parvam Srodam uſq^{ue} ad Cacumen Collis ſup^{er} Grymetham^{um} & ſic uſq^{ue} veteram Marſeram de Crockerellond & ſic uſq^{ue} Bonhumſp^{ur}ts & ſic p^{er} Colſeram d^{omi}nⁱ Collis uſq^{ue} Boſcam Joh^{annis} de Popham ſup^{er} La Seurtlewood & ſic p^{er} eandem Colſeram uſq^{ue} La Brodehaſhe apud La Vu^{er} & ſic p^{er} eandem Colſeram uſq^{ue} ad Capud Cube Joh^{annis} de Bynſted & ſic p^{er} Halam juxta La Scharſtre a parte orientali uſq^{ue} La Fleithow de Watey & ſic p^{er} Hayam orientalem in Longitudine La Scharſtre uſq^{ue} pedem Marſere Bedelli de Watey & ſic uſq^{ue} ad Cacumen de Amersford & ſic ſup^{er} Cacumen de Randſolfſelive uſq^{ue} Modyſp^{ur}ts & ſic uſq^{ue} ad Fraxinum de Suthhees & p^{er} verſus Boream ſemp^{er} p^{er} Colſeram Collis uſq^{ue} Wolſtraſſel^{is} & ſic recte deſcendendo uſq^{ue} Cotemulle & ſic uſq^{ue} Wykes & ſic p^{er} mediam Portam Joh^{annis} de Lynche & ſic deſcendendo p^{er} mediam Gardinum ejuſdem Joh^{annis} de Lynche uſq^{ue} ad Corchieſwell & ſic aſcendendo uſq^{ue} ad Corſeram orientale Gardini Nich^{olai} Corchi & ſic p^{er} Halam Campi uſq^{ue} ad Halam inter la Rude & Pokewell & ſic recte uſq^{ue}

Halſeyholte
& Walsmere.

usq; ad Gondewell & sic per medium Campum de la Houks de Wyks & sic per medium Campum qui vocatur Poukweldecroft & sic per medium Berencroft usq; ad Cornarium Gardini de Fyrnhull & sic descendendo per la Stauriggs extra Parcum Johis de Vcnus usq; Ouredeldiche & sic per Haiam dei Paris usq; Stauriggs & sic per Follatum Paris usq; Danfysmerfich & sic extra Follatum de Danfysmerfich usq; Mandurehach & sic per Rivulum Aque descendendo usq; subeas Domum Doget & sic per eundem Rivulum usq; le Holclan & sic per medium Okhangre juxta Haiam orientalem usq; ad viam magnam que ducit usq; Eshgata & sic circa quandam Mariscum qui vocatur Okwodo usq; le Eshlake Jubeus la Henne & sic usq; la Berghern & sic descendendo per Rivulum usq; la Echgars p'dcan & sic per magnam viam que ducit usq; Blakemere & sic per viam que tendit apud la Thelebriggs & sic descendendo per la Rydewater usq; ad Domum Turpyngs & sic usq; ad longum vadum & inde per p'tendum Longe More usq; ad altam viam que ducit de Woluemere versus Midhurst & sic per eandem viam usq; Bakerefwell & inde in Th'evene Path usq; Olesham & sic per eandem Th'even Path usq; Quernenurd & inde descendendo per Aquam usq; Schutteleas et sic per eandem Aquam usq; Bradebeiggs & sic per eandem Aquam usq; Hentonford & sic per eandem Aquam usq; Molendinu Monacho de Duckrofeld & sic per eandem Aquam usq; ad Rivulu qui descendit de Coppethach & sic ascendendo per eundem Rivulu inter terram Jacobi le Bele in Com' Suff & terram de Dokenefeld in Com' Suff usq; Bothelerspull et sic per Divisas p'dcoas duos Com' usq; Kenwardesbaits & sic per Divisas p'dcoas duos Com' usq; Udelhaich & sic ascendendo per Rivulu usq; la Rouhedich & sic per Divisas p'dcoas duos Com' usq; Honynggefweil & sic ascendendo per Ripam usq; ad p'dcan Vadu de Ameresford. ET DICUNT Jurati qd infra Metas & Bوندas p'dcas tota Foresta de Almyetholt & Woluemere ante tempus Coronacionis Dni H. Regis pavi Dni Regis nunc fuit inclusa. DICUNT ECIAM qd idem Dñus H. Rex pavus ultra Metas & Bوندas p'dcas afforestavit Boscum de Chalhurst que fuit dñicus Boscus suos et est in Manu Dñi Regis nunc. ET DICUNT qd Dñus Rex nullum habet alium Boscum extra Metas & Bوندas p'dcas p'dcæ Forestæ adjacentem. DICUNT ECIAM qd Ministri Dñi Regis H. p'ia Dñi Regis nunc afforestaverunt Villam de Colomere cum Boscis, Villam de Faryndon, Villam de Chawron quandam partem Ville de Colerich & omnes terras, Granas, Prata & Pasturas de Colerich usq; Furcas de Whely, Videff de regia Strata que ducit versus Farnham usq; Cursum Aque de Waye & omnes alij Bosci, Grane, terre & Loca p'dcæ Forestæ appria que per illam perambulacionem deafforestantur, afforestati fuerunt per Ministros H. Regis pavi Dñi Regis nunc & per Ministros Regum Ricardi & Johis post, sed quid & quantum tempore cujlibet Regis speratam molio modo eis conflare possunt.

This is a true Copy of the Record in the Tower of London, having been examined.

ROBERT LEMON,
Chief Clerk.

N^o 2.

PERAMBULATION of the Forrest of Aliceholt and Woolmer, 11th Charles 1st, and Survey of the Timber there.

South & } THESE are on his Ma^{ty} behalfe to will and requyre you forthwth: to make &
Surrey. } sende mee faire in Parchm^t: under yo^r hands and Seales a true certificate of
his Ma^{ty} Forests of Aliceholt & Woolmer w^{ch} in the said Countyes and of all the
P^{rs}. and Members thereof and therein to expresse according to the best of yo^r knowledge and
understanding the true extent quantitie and quality of the said Forests and p^{ri}misses distinctly
and plainely and all & every the severall Officers & Ministers & their Deputyes w^{ch} in the
same and all Howses Lodges Kayles plecks Inclosures feedings profits and allowances whoso-
ever both casuall and certaine to them or anye of them belonging or now used or enjoyed w^{ch}:
or in respect of the said severall Officers or anye of them respectively and what and how many
severall Coppices Sherewoods & Underwoods are now growing w^{ch} in anye of the P^{ri}misses and
their severall names and of what growth extent quantity and value the same now are And
how the said Forests and P^{ri}misses or any of them be stored or grown wth Tymber Trees or
Saplings And whether they be orderlie and well inclosed fenced or p^{re}served or otherwise nec-
cessed fallen spoyled or destroyed and by what Warrant and how longe sythence and by
whome and in whose default and to what losse or damage to his Ma^{ty} severally &
distinctly and the names of the severall Officers flammers & Tenants thereof or that ought
to take charge or be answerable for the same respectively and how neere to any navigable
Port or River the said Woods or Tymber Trees are situate lying or growing And what
Waiks or P^{ar}ts or P^{ar}cells of Waik Grounds are w^{ch} in the said forests & P^{ri}misses fit to be
inclosed planted and p^{re}served for a supplie of Tymber Trees for future tymes and of what
quantity and value the same Waik Grounds are and how neere to any navigable Port or River
as aforesaid and such Certificate for made and certified in all particulars herin^{er} mentioned
fairelie written and ingrossed in parchm^t: under your hands & seales to retorne and send
unto mee before the ende of Trinity Terme next ensuing for the service of his Ma^{ty}: and the
Publiq^{ue} whereof a speciall account is expected at yo^r hands w^{ch} I comend to your care Herby
willing and requyring all other his Ma^{ty} Officers & Loving Subjects to be ayding and
assisting unto you in the execution hereof upon request in that behalfe, as they will answer
the contrarie at their Perills upon yo^r Complaint Whereof sayle not. Maij 10th 1635.

C. HARBORD.

To his Ma^{ty}. Woodward of
the said Countyes and to the
Verderers and Regarders of
the said forests and to all &
everie of them respectively. }

A true Copy from a Book indorsed, "Book of Entries, N^o 3. from January 1634
to February 1640," remaining in my Office.

G. AUGUSTUS SELWYN,
Surveyor General.

Forrest of
Aliceholt and
Woolmer in
the County of
Southton.

This xvij day of June in the eleventh Yeare of the reigne of our Sovereign
Lord Charles by the Grace of God King of England Scotland France
& Ireland Defender of the Faith, &c. 1635.

WEE his Maj^{ty} Officers w^{ch} in the s^d Forres^t: of Aliceholt and
Woolmer who have herunto sent our hands and Seales by vertue of a
Warr^t to vs directed from y^r Wor^{sh}: Charles Harbord Esq^r: his Maj^{ty} Surveyor
Generall Doe hereby according to the purport of the said Warr^t:
certifie concerning the severall Offices and names of y^r: p^{re}snt Officers
and Ministers and their Deputyes and concerning the Lodges Plekes
Inclosures Profits and allowances casuall and certaine to them appertain-
ing and concerning the Coppices Woods Underwoods and fit places to
be inclosed to supply of Tymber Trees and other the contents of the afores^d.
Warr^t: in forme hereunder expressed viz:

Perambulation. FIRST as touching the bounders and extents of the said forrest be-
ginning at Amersford and soe to Iffington Hatch and soe to Aldwick and soe as the fourth
leadeth to the topp of the Hill above Grynfham aka Grimgrove and soe to the Old Marleyport
x

N^o 1

wth is in Crockenland and soe as the foot path leadeth by the side of the said Hill to the Wood or Linch above Sturlemes and soe to the broad Hatch at parcell als Riverhill and thence as the foot path leadeth by the side of the Hill into Shackfret and so directly to the Playtowe of Whatleigh and soe by the Hedge on the East side as the said Shackfret goeth along to the foot of the Old Marlepiet at Whatleigh and soe to the topp of Ameripout and soe above the topp of Roudelftyme to Modicpout and so to the Ash of Southes and soe bending a little towards the North to Wolfstanfull and descending directly to Cotts where sometime Cott Mill did stand and soe to Wecke and soe by the middle of the Gate of John of Linch now in the tenure of Robert Cheyney and soe descending by the middle of y^e Garden of John of Linch to Cruchawell and soe descend to the East corner of the Garden of Nich: Churches and soe to Goodwell als Goodwell Spring and soe through of the Field called Le Houke and through the middle of Puckwellcraft and soe by the middle of Beercroft and so to farnhull and soe descending a little to Stoveridge and soe by the said Stoveridge into Binwood and soe by the ditch of Worldeham Parke to Densleyes Marth and soe to Manditts Hatch and soe by a little Brooke descending to doggetts and soe by the same little brooke unto hole lane and soe through the middle of Okchenger neere to the Eastern hedge so the great way wth leadeth to Echgate and soe aboute a Merth called Okewood to Echlake and soe to Borheroe and so by a little Brooke to Echlake afores^d and soe by the great way leading to Blackmore and soe by the way as that goeth to Thelebridge and soe going downe by the redd water to the House of Cupping and soe to Longford and thence into the bottom of Longmore to Bockerwell al^r. Rackwell and soe to the Highway wth leadeth from Woolmetre towards Midhurst AND from thence in the vane path al^r. fenpath to Oldhouse and soe by the same y^e vane path to Quersford and soe going by the Water downward to Bradbridge and soe to Linford Bridge and soe descending by the same water to Broadbridge and soe by the same Water to Huntingford bridge and soe by the same Water to Mucken Mill to Dockenfeld and soe by the same Water to a little Brooke wth descendeth from Copthatch and soe descending by the same brooke between the land of the Bde in the County of Surrey and the Land of Dockenfeld in the County of Southcon to Botherfeldpoll and so by the bounds of the two Countyes to Kemardisat and soe by the bounds of the s^d two Countyes to vdelhatch for ascending by a little brooke to Rowditch and soe by the bounds of the said two Countyes to Hemingswere which is in the River of Wey and then going up by the banke of Amersford afores^d the bounds first mentioed.

NORTH BALLIWICKE of ALICE HOLT.

1635. Survey of y^e Woods there.

£. 573	From Stoney lake to Sturle mead Green.	Containing in Length Six furlongs and four in breadth a thin Wood of Oke good building and cleaving Tym ^r : some Ship Tym ^r : some dottards all of full growth and decaying some beeches Ash Maple & Thornes worth by estimation £. 573 from the River of Thames 18 Miles w th is nearer then any part or part of the Sea.
73	Great Parke.	Containing by Estimacon 400 Acres some Trees of Oke good building and cleaving Timber some Shipp Tym ^r : & some dottards all of full growth and decaying worth £. 73 or thereabouts from the s ^d River of Thames 18 Miles.
1143	Thittly Green to Cuttons Lane.	A thine Wood of Oke contryning by estimation in length 6 furlongs in breadth 3 furlongs good building & cleaving Tym ^r : some Shipp Tym ^r some Dottards a little beech and ash all of full growth and decaying worth by estimation £. 1143 from the Thames 18 Miles.
984	From Cotten to Rackelomehatch.	A thine Sherewood of Oke by estimation in length 4 furlongs in breadth 4 furlongs good building & cleaving Timber some Shipp Tym ^r some Dottards Trees some beech and Ash & most of full growth worth by estimation £. 984 or thereabouts, from the said River 18 Miles.
404	From Parke Post to Locke Reed.	A thine Shere Wood of Oke containing by Estimacon 2 furlongs square good building and cleaving Tym ^r : Some Shipp Tym ^r : some dottards all of full growth and decaying a few beeches, worth by estimation £. 404 from the s ^d River 18 Miles.
341	From Rowditch to homehill w th Gorpoynt.	A thine Wood of Oke containing in length 3 quarters of a Mile in breadth 4 furlongs good building cleaving Tym ^r : some Shipp Tym ^r : some Dottards some beeches all of full growth and decaying worth by Estimacon £. 341 from the s ^d River of Thames 18 Miles.

APPENDIX, N^o. 2.

37

From homehill to
Strets and Vdes
Hatch.
£. 916
A thine Wood containing a Mile in length in breadth 3 q^{rs} the greater parte of Oke good building &c cleaving timb: some Shipp Tymb: some Dottards and many beeches all of full growth and some decaying worth by estimation £. 916 and from the Thames 18 Miles.

THE SOUTH BALLIWICKE.

From Vdehatch to
7 Sisters.
637
A thin Wood containing by estimation 3 q^{rs} of a Mile in length 3 furlongs in breadth for y^e greater p^{rt} of Oke good building and cleaving Tymb: some Shipp Tymb: some Dottards & some beeches all of full growth and decaying worth by estimation £. 637: from the said River of Thames 18 Miles.

From 7 Sisters to
batts Corner.
641
A thin Wood partly of Oke partly of beech containing in breadth 3 furlongs in length 6 furlongs the Oke Trees good building and cleaving Tymb: some Shipp Tymb: some Dottards and some beeches all of full growth & decaying the whole worth by estimation £. 641 from the said River of Thames 18 Miles.

From batts Corner
to Sonylake and
Sunnyhill.
392
Containing in length 7 furlongs in breadth 4 furlongs a thine Wood of Oke good building & cleaving tymb: a litle Shipp timb: (if any) some Dottards some beech some Ash all of full growth and decaying worth by estimation £. 392 from the Tames 18 Miles.

Goose Greene.
184
A very thine Woode of Oke by estimation 2 furlongs square good building and cleaving Tymber some Shipp tymb: some Dottards all of full growth and decaying worth by estimation £. 184 from the said River of Thames 18 Miles.

Goose Green Parke.
96
Containing by estimation 35 Acres wherein some Okes are good building and cleaving Tymb: some Dottards Ash & Maple all of full growth and decaying worth £. 96 or thereabouts from the s^d River 18 Miles.

From Slargate to
freesh end.
539
A Wood of Oke well stand with bushes in length 1 a Mile in breadth 3 furlongs good building and cleaving tymb: some Shipp tymber some Dottards & some beech & ash all of full growth and decaying worth by Estimation £. 539.

In both the Walkes afores^d: wee finde
not above 100 small Saplings.

WEST BALLYWICKE.

Littie Strayt.
637
A thin Wood of Oke containing by estimation a furlong in breadth & 2 furlongs in length good building & cleaving tymb: some Shipp tymb: some Dottards and some Saplings worth by estimation £. 637 from the said River 18 Miles.

Old Close.
28
Containing by estimation 80 Acres some Okes standing Scatteringly good building and cleaving timber some Dottards and some Saplings worth by estimation £. 28 or thereabouts from the s^d River 18 Miles.

The Great Strayt.
2654
A Wood of Oke containing in length a Mile in breadth 3 furlongs good building and cleaving tymb: some Shipp tymb: some Dottards well stored wth: Saplings Maple & thorne worth by Estimation £. 2654. from the River of Thames 18 Miles.

Okehill in Wool-
mere.
5
Some scrubbed Okes there standing scatteringly worth by estimation £. 5. of full growth from the Thames 18 Miles

10,247

The fittest place wee can finde to make a Coppice though
not very fit as we conceive is between Aps green &
Kights green adjoining to the Abbots containing
about 10 or 12 Acres.

K

OFFICERS

OFFICERS of
Y^e FORREST.

Henry Hooke

John Feilder Esq^r:Robert Turwhilt, Esq^r: Lieutenant of the Forrest aforesaid—
what fees or profits belong to him wee know not.William Murrey Esq^r: Ranger of the said Forrest but what fees
belong to him or other Profits wee know not.Verderers wth fees belong to them wee know not.Arthur Squibb Esq^r: Steward but wth fees belong to him wee know
not.Gabriel Lopp Esq^r: Woodard for marking 4^d. a Tree upon Sale
of Wood or Trees xij^d: in the pound & the Barke of Trees
barked.Thomas Hobson Esq^r: Gent: forester of the North Walke in
Alice Holte for Wagges in Money £.ij.—x^d: per ann: the pro-
fits of the great Parke being a barren Heath for the most
parte beside the feeding of the Deere together wth: the use of
the great Lodg and a litle Lodge, for an Under Keeper we
value to be worth per Ann: £.vij. fives of Deere killed,
Windfall Trees broue & fire Wood.John Fish, forester of the South Walke there for wages £.ij.—
x^d the profits of Goose Green Park wth: the Lodge therein
besides the feeding of the Kings Deere there wee value to be
worth £.x:
Fees of Deere killed,
Windfall Trees Dead Trees.
broue and fire Wood.William Knight forester of the West Walke for wages £.ij.—x^d:
the Profits of the Old Close wth the Lodge therein besides y^e:
feeding of the Kings Deere there wee value to be worth per
ann: £.x.
Fees of Deere killed.
Windfall Trees Dead Trees
broue & fire Wood.John Fish forester of Borden Lodge in Woolmere for Wages per
ann: £.ij.—x^d: fees for Deere killed and the profits of y^e:
Lodge and enclosures thereunto belonging being aboute x
Acres worth per ann: xl^d:
Cutting of Heath and
digging of Turfe & peat.John Adames forester of Lynchborough for wagges per ann:
£.ij.—x^d fees for Deere killed and the profits of the Lodge
wth the inclosures to the same being by estimation xvj Acres
wee value to be worth £.ij.
Cutting of Heath digging
Turfe and Peat.

A true Copy of the Perambulation (written on Parchment) which was purchased of Mr. John Adams, late One of the Keepers of Woolmer, by Mr. Robert Briant, Woodward of the above-mentioned Forest, by the Order of John Pitt, Esquire, His Majesty's Surveyor General: Examined the Second Day of October 1786, by us,

M. J. DAINTEST, Attorney at Law, Hallamere.

THO^s BLUNT, his Clerk.

APPENDIX, N° 3.

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N° 3.

ABSTRACT of a SURVEY of the LANDS belonging to the Crown within the Forest of ALICEHOLT and WOOLMER, in the County of Southampton. By James Wyburd, 1787.

In ALICEHOLT.
LODGES and INCLOSED LANDS.

The GREAT LODGE and LANDS,

In the Occupation of the Right honourable Lord Stawell; a small Lodge and Gardeo, adjoining to the Great Lodge, in the Occupation of William Moor, Head Keeper.

N° on the Plan.	Names of Fields, &c.	Quality.	Quantity.	Value per Acre.	Annual Value.	Value of Timber.
			A. R. P.		£. s. d.	£. s. d.
1	Lodge, Gardeo, &c.	—	16 1 30	15	30 — —	
2	Paddock	—	6 2 12			
3	Middle Paddock	—	9 2 6			
4	Lower Paddock	—	7 3 —			
5	Pleasure Ground	—	2 3 30			
6	—	Arable	15 2 7	15	51 17 2	900 — —
7	—	Pasture	10 — 10			
8	Pleasure Ground	—	1 1 —			
9	Farm Yard	—	1 3 14			
10	Green Field	Pasture	13 2 24			
10 A.	Roads	—	5 1 37	15	— 1 —	
11	Pit Field	Pasture	4 3 35			
12	—	Arable	44 2 30		45 17 10	
13	—	—	2 1 —			
14	Pleasure Ground	—	9 1 5			
	Total	—	152 1 —	—	137 16 —	900 — —

REMARKS.

The Buildings and Fences in good Repair. Some Part of the Timber old and decaying.

GOOSE GREEN LODGE.

The House is the Occupation of John Falkner, Keeper; the Lands occupied by the Right honourable Lord Stawell.

N° on the Plan.	Names of Fields, &c.	Quality.	Quantity.	Value per Acre.	Annual Value.	Value of Timber.
			A. R. P.		£. s. d.	£. s. d.
283	Lodge, Gardeo, &c.	—	1 2 30	30	3 — —	
284	Pond Field	Mead	2 2 15			
285	Lawn	Pasture	1 3 18			
286	Paddock	D*	2 — —			
287	D*	D*	1 1 15			
288	D*	D*	1 2 —	30	59 16 3	130 — —
289	Pond	Water	— — 30			
290	D*	D*	— — 24			
291	Pond Field	Meadow	4 3 32			
292	—	D*	4 2 12			
293	Park Field	Meadow	14 — 24	—	62 16 3	130 — —
	Total	—	41 2 10			

REMARKS.

The Buildings out of Repair, and falling down; the Fences in good Repair; some of the Trees old and decaying. Twenty-one Oaks have been felled this Year, worth about £.50.

O L D

OLD CLOSE LODGE and LANDS,

In the Occupation of Bennett.

N ^o on the Plan.	Names of Fields, &c.	Quality.	Quantity.	Value per Acre.	Annual Value.	Value of Timber.
			A. R. P.		£. s. d.	£. s. d.
272	Lodge, Garden, &c.	—	1 1 16	—	4 — —	—
273	Orchard	Pasture	1 1 —	—	—	—
271	Barn and Yard	Arable	— 2 —	—	—	—
266	Strait Field	D ^a	9 — —	—	—	—
267	Seven Acres	D ^a	8 1 15	—	—	—
263	Kiln Field	D ^a	6 2 —	—	—	—
269	Five Acres	D ^a	5 2 6	—	—	—
270	Barn Paddock	D ^a	3 1 30	—	—	—
274	Orchard Field	D ^a	1 1 34	—	—	—
275	Green Field	Pasture	6 3 6	—	—	—
276	Saw-Pit Field	Arable	8 1 32	—	—	—
278	Lowbridge Field	D ^a	12 3 —	—	—	—
279	Eleven Acres	D ^a	12 1 —	—	—	—
280	Seven Acres	Arable	8 — 00	—	—	—
281	Newbridge Field	D ^a	9 1 7	—	—	—
277	Pond Field	—	3 2 15	—	—	—
	Total	—	98 2 31	—	76 19 3	70 — —

REMARKS.

The Buildings and Fences in good Repair. Part of the Timber old and decaying.

In ALICEHOLT.

The OPEN FOREST.

N ^o on the Plan.	Names of Fields, &c.	Quality.	Quantity.	Value per Acre.	Annual Value.	Value of Timber.
			A. R. P.		£. s. d.	£. s. d.
15	The Open Forest Lands, called the Holt (Straits included)	Wood	1,542 2 —	—	—	—
		Pasture	434 3 17	—	—	—
16	Great Pond	Water	15 1 32	—	—	—
17	Middle Pond	D ^a	3 1 27	—	—	—
18	Lower Pond	D ^a	2 2 14	—	—	—
A. B. &c.	Sundry small Encroachments round the Holt	—	3 2 22	—	—	—
	Total	—	2,452 1 22	—	1,224 7 6	60,000 — —

ENCROACH-

ENCROACHMENTS ON ALICE HOLT FOREST.

References to the Plot.		By whom made.	Quantity.	REMARKS.
Letters.	Numbers.			
A 1.	35.	John Falkner — —	A. R. P. — — 1	Trufter, Tenant.
A 2.	36.	Idem — —	— — 10	
B.	28.	George Wheller — —	— 1 5	
C 1.	24.	John Craft — —	— — 6	
C 2.	24.	Idem — —	— — 7	
D 1.	22.	John Phillips — —	— 1 6	
D 2.	22.	Idem — —	— — 2	
D 3.	22.	Idem — —	— — 12	
E.	21.	Sarah Hampton — —	— — 14	
F.	20.	John Collins — —	— — 30	
G 1.	310.	John Trimmer — —	— — 9	William Cole, Tenant.
G 2.	311.	Idem — —	— — 7	
H.	300.	John Harding — —	— — 3	
I 1.	587.	William Alderton — —	— — 5	
I 2.	587.	Idem — —	— — 5	
K.	297.	John Turvil — —	— — 9	
L.	295.	Lady Gatehouse — —	— — 24	
M.	296.	James Bridger — —	— — 38	
N.	208.	John Baker — —	1 1 11	
O.	216.	William Prior — —	— — 12	
P.	262.	Elizabeth Beagley — —	— — 6	{ W ^m Buckle Tenant, Garden Piece relinquished, but Cart House standing.
Q.	251.	John Andrews — —	— — 1	
R 1.	250.	James Alderton — —	— — 13	{ W ^m Woolveridge Tenant, a new House built thereon.
R 2.	146.	Idem — —	— — 23	
S.	246.	Mr. Hurst — —	— — 31	{ W ^m Stent Tenant, late Crocker.
T.	147.	John Falkner — —	— — 5	
U.	148.	Thomas Over — —	— — 3	
W.	143.	Widow Croucher — —	— — 4	
			3 2 22	

A B S T R A C T.

				A.	R.	P.	£.	s.	d.	£.	s.	d.
The Great Lodge and inclosed Lands				152	1	—	127	16	—	900	—	—
Goose Green D ^r				41	2	10	62	16	3	130	—	—
Old Close D ^r				98	2	31	76	19	3	70	—	—
				292	2	1	265	11	6	1,100	—	—
Open Forest	{	Wood	—	1,942	2	—						
		Pasture	—	484	3	17						
		Water	—	21	1	23						
				2,447	3	—	1,224	7	6	60,000	—	—
Encroachments				3	2	22						
Total in Aliceholt				2,744	3	23	1,491	19	—	61,100	—	—

R E M A R K S.

From the Appearance of the Timber in Aliceholt Forest, and the Straits, it must have been well protected in its early Growth by Underwood, which the Rangers then preserved with Care; but owing to the Preservation of it being neglected, and the uninterrupted Exercise of a Right, which the Proprietors of neighbouring Estates and Cottages claim, of cutting what Quantity of the Underwood and Bushes they think proper, there is no Prospect of an Increase of Timber, and even that now standing is frequently lopped, topped, and otherwise much injured, by those who, it is conceived, unjustly claim, and put in Force the Right beforementioned.

The Timber in Aliceholt (on a computed Valuation) I estimate at £.60,000. It would have been of much more Value, had it not been so much lopped, and a great Number of Trees entirely topped; by which it has received considerable Damage. There is a great deal of it very old, and worse for standing.

I recommend a Fall of all Timber that is fit for the Navy, of which there is a great Quantity, and some spoiling.

Those Trees that have been lopped and topped, would serve well for Posts and Rails, to fence in, and sub-divide by a Ditch, Four Feet at Top, Three Feet deep, and Two Feet wide at the Bottom. This should be done without Delay, if the Ground is intended for the Produce of Timber, as the Inclosure would prove an excellent Fence for the numerous young Oaks, with which the Forest abounds.

The Deer, which I believe are about Four or Five hundred in Number, do much Prejudice to the Timber.

Aliceholt chiefly consists of Clay and gravelly Soils, each excellent in its Kind, capable of being converted into Arable, Meadow, or Pasture. The Whole contains 2,427 Acres, and I have averaged it at 10s. per Acre, which amounts to £.1,214. 7s. 6d. per Annum.

APPENDIX, N° 3.

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IN WOOLMER.

LODGES and INCLOSED LANDS.

BORDEN LODGE and LANDS.

In the Occupation of Henry White, Keeper.

N° on the Plan.	Names of Fields, &c.	Quality.	Quantity.	Value per Acre.	Annual Value.	Value of Timber.
			A. R. P.		£. s. d.	
517	House, Garden, &c.	— —	1 2 13	per Year 5 —	3 — —	
512	Higher Mead	— — Meadow	1 2 18			
513	Lower Mead	— — D ^s	1 0 4			
514	Pasture Piece	— — Pasture	9 5 —		5 9 6	
515	Stable Field	— — Arable	9 1 24			
516	Three Acres	— — Pasture	3 — 36			
	Total	— —	19 3 15		8 9 6	

REMARKS.

The Buildings in good Repair.

LINCHBOROUGH LODGE and LANDS.

In the Occupation of Daniel Annett, Keeper.

N° on the Plan.	Names of Fields, &c.	Quality.	Quantity.	Value per Acre.	Annual Value.	Value of Timber.
			A. R. P.		£. s. d.	
1,321	House, Gardens, &c.	— —	— 3 2	1/2 — 8 —	4 — —	
1,313	Upper Mead	— — Meadow	2 1 5			
1,314	Coppice Mead	— — D ^s	3 1 33			
1,315	Tumblebay Mead	— — D ^s	3 3 5			
1,316	Long Vere	— — Arable	3 — —			
1,317	Tumblebay Field	— — D ^s	1 3 24			
1,318	Barn Field	— — D ^s	2 — —			
1,319	Hill Field	— — D ^s	4 — 3		15 12 —	
1,320	Green Field	— — D ^s	1 2 30			
1,322	Orchard	— — Arable	— 1 10			
1,323	Stable Field	— — D ^s	1 1 2			
1,324	Calves Mead	— — Pasture	— 2 32			
1,325	Rough Piece	— — D ^s	7 3 25			
1,326	New Pond	— — Water	2 3 13			
1,327	Park Pond	— — D ^s	3 3 18			
1,328	Park	— — { Rough Ground }	10 3 30	4 —	20 16 —	
	Total	— —	14 3 2 32	—	40 8 —	

REMARKS.

The Buildings and Fences in good Repair.

T H E

THE OPEN FOREST.

N ^o on the Plan.	Names of Fields, &c.	Quality.	Quantity.			Yearly Value.		
			A.	R.	P.	A.	R.	P.
1,350	The Open Forest Land, called Woolmer	Pasture and Heath	5,254	2	32	5,276	1	29
1,345	Fishing House —	—	—	1	13			
1,346	Part of Woolmer, lately made a Fox Cover	—	17	2	—			
1,347	Ditto —	—	3	3	24			
1,343	Cranmore Pond	Water	12	—	35	82	2	35
1,344	Woolmer Pond	D ^o	64	2	—			
1,348	Forked Pond —	D ^o	2	—	—			
1,349	Hogmore Pond	D ^o	4	—	—			
						5,359	—	24
1,295	Part of Woolmer, claimed by the Lord of Mill Land Manor	Wood and Pasture	—	—	—	223	1	10
1,168	Part of Woolmer, claimed by the Lord of Oakhanger, or Chapel Manor	Pasture and Heath	200	—	7	203	2	7
		Part of Pond	3	2	—			
						5,786	—	1
						800	17	11
						44	13	3
						50	17	8
						896	8	10

A B S T R A C T.

			Quantity.			Yearly Value.		
			A.	R.	P.	£.	s.	d.
Borden Lodge and inclosed Lands	—	—	19	3	15	8	9	6
Linchborough Ditto	—	—	143	2	32	40	8	—
Open Forest	Pasture and Heath	5,699	3	6	—	5,786	—	1
	Water	86	—	35	—			
Total in Woolmer	—	—	5,949	2	8	945	6	4

R E M A R K S.

The chief Part of Woolmer consists of a light sandy Soil, interspersed with Peat Moors, as shown on the Plan. For Sale I average it at 3s. per Acre. The Land is not fit for the Produce of Oak, but is well adapted for the Growth of the Weymouth Pine, or any Kind of Fir, as proved by the several ornamental Plantations set by the late Ranger, Mr. Legge.

T O T A L.

		Quantity.			Yearly Value.			Value of Timber.
		A.	R.	P.	£.	s.	d.	
To Aliceholt	—	2,744	3	23	1,491	19	—	61,100
In Woolmer	—	5,949	2	8	945	6	4	
		8,694	1	31	2,437	5	4	61,100

N^o 4.

Foresta de
Haylesholt, als
Aliceholt et
Woolvermere, als
Wolmere in Com.
South'con.

CURIA et Fisa Foresta Dñi Regis vocat Haylesholte als Aliceholte et Woolvermere als Wolmere in Com. South'. p'd vocat Le Swan-nimote incept apud Le Great Lodge Die Martis nono Die Junij calileo. XV^{to} Dies aote Festum Sci Johis Bapt Anno Regni Dñi ari Caroli Dei Grā Angl. Scocie Frac. & Hibñie Regis Fidei Defensor. &c. Undecimo Annoq Dñi 1635.—Et postea p' adjournament tene apud Le Great Lodge p'd Die Martis decimo septimo Die Junij Anno p'd coram Forestar. Viridar. Regardator. Agitator, & oibz alijs Ministris Forestar p'd put p. Subscript.

Loc. Ten. et Custos Forest. } Robtus Turwhit Ar. Loc. Ten. et Custos Forestar, attend. Regem.

Capllis Sen^{im} Foreste. } Arthurus Squibb Ar. Capllis Sco^{im} Foreste compuit.

Isaeran. Forest. Willms Murry Ar. attend. Regem.

North Ball. Thomas Hobson Gen. Forestar ejusdem p'ambit, compuit.

South Ball. Johes Fish Forestar. ejusdem p'ambit, compuit.

West Ball. Willms Knight Forestar. ejusdem p'ambit, compuit.

Ball. de Lyochborough. Johes Addams, Forestar. ejusdem p'ambit, compuit.

Ball. de Boarden Lodge. Johes Fish Forestar. ejusdem p'ambit, compuit.

Viridar. Henricus Hooke Ar. & Johes Feilder Ar. compuer.

Regardat. Thomas Christmas Gen. de Binfeed.
Richard Wakeford de Blackmore Yoman.
Johes Holloway de Okehanger Gen.
Robtus Cheyneve Gen. de Bulfeed.
Robtus Wortham de Latham Yoman.
Henricus Wheeler de Binfeed Yoman.
Johes Knight de Grove Yoman.
Gulielmus Vallor de Hedley Yoman.
Nichaus Newlin de Binfeed Yoman.
Johes Knight de Gibbs Yoman.
Nichaus Hunt de Binfeed Yoman.
Robtus Vallor de Hedley Yoman.

Agitator Forestar. } Johes Kirchner de Binfeed Yoman.
Richard Coope de eadem Yoman.
Franc. Baker de Kiogley Yoman.
Johes Buckle de Binfeed Yoman. } Jur.

Noia Subforestar. ejusdem Foreste.

North Ball. Jacobus Vicary & Johes Müller, attend. p'ambit.

South Ball. Johes Fish Jun. attend. p'ambit.

West Ball. Francis Knight, attend. p'ambit.

Ball. de Lynchborough. Johes Varnedell, attend. p'ambit.

Ball. de Boarden Lodge. Lawrencius Childe & Rogerus Farr, compuer.

Woodward } Gabriel Lapp Ar. Woodward totius Foreste p' Henrico. Mawrye Deputatu. suu.
socius Forestar. } compuit.

Noia Villar et quatuor Hominu. in qualib' Vill.

Villis de Kingdrey.
Ifington.
Binfeed-Popham.
Whateley, &
Broxted.

Such Part as is extracted, agrees with the Record in the Tower,
having been examined.

ROBERT LEMON,
Chief Clerk.

N^o 5.

LIST of GRANTS of the Office of Lieutenant or Keeper of the Forest of Aliceholt and Woolmer, from 25 Elizabeth to the Year 1790.

Date of Patents.	To whom granted.	For what Term.	Expiration.
14 Janry. 45 Eliz. 1602	{ Sir William Knollis, Knt. afterwards Viscount Wallingford, and Earl of Banbury — — — }	for Life.	
1 Aug. 1 Cha. I. 1625	{ William Viscount Wallingford, and Edward Ramsey, Esq' — — }	for their Lives.	
23 Nov ^r 5 Cha. I. 1629	{ Sir Francis Clarke, Kn ^t and Robert Tyrwhyt, Esq' — — — }	for their Lives.	
15 Janry. 14 Cha. II. 1662	William Legge, Esq' — —	45 Years from the Date.	15 Janry. 1707.
15 Decem. 11 Will. III. 1699	Emanuel Scroop Howe, Esq' —	{ 45 Years from the Expiration of the preceding Grant. }	15 Janry. 1752.
1 Feb. 15 Geo. II. 1741	The Honble. John Mordaunt, Esq' —	20 Years in Reversion	15 Janry. 1772.
2 April, 21 Geo. II. 1743	The Honble. John Mordaunt, Esq' —	{ to make up the following Term 31 Years }	26 Janry. 1779.
13 April, 27 Geo. II. 1754	{ Samuel Martin, Esq' in Trust for the Right honble. Henry Billon Legge — — — }	the like — —	13 April 1785.
12 June, 32 Geo. II. 1759	{ John Boller, Esq' and others, in Trust for Lady Stawell — — }	the like — —	13 April. 1790.
3 June, 6 Geo. III. 1766	{ Mary Lady Stawell, Baroness of Somerset — — — }	the like — —	12 June 1797.
11 March, 13 Geo. III. 1773	{ William Earl of Darumouth and others, in Trust for Lady Stawell }	the like — —	3 June 1804.
23 March, 20 George III. 1780	{ William Earl of Darumouth and others, in Trust as before — }	the like — —	23 March 1811.

N^o 6.

GEORGE the Third, by the Grace of God of Great Britain, France, and Ireland, King, Defender of the Faith, and so forth, To all to whom these Our Letters Patent shall come, Greeting: KNOW ye, That We of Our Royal Grace and Favour, and in Consideration of the Covenants, Conditions, and Agreements herein contained, and also by and with the Advice of Our right trusty and well-beloved Counsellors Frederick North, commonly called Lord North, Knights of the most Noble Order of the Garter, First Commissioner of Our Treasury of Great Britain, and Chancellor and Under Treasurer of Our Exchequer, and of Our trusty and well-beloved Francis Conway, commonly called Lord Viscount Beauchamp, Charles Wolfran Cornwall, Esquire, William Henry Lord Westcote, and Henry Temple Lord Viscount Palmerston, both of Our Kingdom of Ireland, Commissioners of Our said Treasury, have demised, granted, and so Fain letters, and by these Prefaces, for Ourself, Our Heirs, and Successors, do demise,

§

grant,

APPENDIX, N^o 6.

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grant, and to Firm let, unto Our beloved Cousin and Counsellor William Earl of Dartmouth, together with Our beloved Subject Sir William Bagot, Baronet, Charles Townshend, and John Buller, Esquire, Trustees named in the Marriage Settlement of the Right honourable Wills Earl of Hillsborough, and Mary Countess of Hillsborough, Lady Stawell, Baroness of Somerton, in the County of Somerset, his Wife, all that Yearly Rent of Thirty-one Pounds Two Shillings and Eleven Pence reserved by Letters Patent of Our Royal Predecessor his Majesty King James the First, for and out of all that the Manor or Manors of Wordleham, otherwise Fast Wordleham and West Wordleham, with the Rights, Members, and Appurtenances thereto belonging, situate and being in Our County of Southampton, and Parcel of the Possessions of Our Crown of England, late in the Tenure of William Viscount Wallingford deceased, and by the said Letters Patent granted to George Shiers and John Wells; and also all that the Office of Lieutenant or Keeper of the Forest or Chase of Alicholt and Woolmer, with the Appurtenances, in Our said County of Southampton, and all Offices, Liberties, Wages, Fees, Commodities, and Privileges whatsoever, to the said Office of Lieutenant or Keeper of the said Forest and Chase belonging or appertaining; all and singular which said Premises were demised by Our late Royal Grandfather, his Majesty King George the Second, by Letters Patent under the Seal of his Court of Exchequer at Westminster, bearing Date on or about the Fifth Day of February; in the Fifteenth Year of his Reign, unto John Mordaunt, Esquire, to hold to him, his Executors, Administrators, and Assigns, from the Fifteenth Day of January, which was in the Year of Our Lord One thousand Seven hundred and Fifty-two, for a Term of Twenty Years, and were afterwards demised by Our said late Royal Grandfather by like Letters Patent, bearing Date the Twenty-second Day of April, in the Twenty-first Year of his Reign, to the said John Mordaunt, to hold to him, his Executors, Administrators, and Assigns, from the Date of the said Letters Patent, for such Term of Years as would fill up his then Interest in the said Premises to the Term of Thirty-one Years; and were afterwards demised by Our said late Royal Grandfather by like Letters Patent, bearing Date at Westminster the Thirteenth Day of April, in the Twenty-seventh Year of his Reign, to Samuel Martin, Esquire, at the Nomination of Henry Legge, Esquire, to hold to him, his Executors, Administrators, and Assigns, from the Date of the said Letters Patent, for such a Term as with the Term in being would make up and compleat the same to Thirty-one Years, under such Powers, Conditions, Privileges, Liberties, and Authorities as are therein and hereinafter mentioned and expressed; and were afterwards demised by like Letters Patent, bearing Date the Twelfth Day of June, in the Thirty-second Year of the Reign of Our said late Royal Grandfather, One thousand Seven hundred and Fifty-nine, to John Buller of the Inner Temple, London, Esquire, at the Nomination of Sir John Eardley Walmsley, Knight (then One of the Justices of His Majesty's Court of King's Bench) and Henry Wilmot, Gentleman, to hold to the said John Buller, his Executors, Administrators, and Assigns, from the Date of the said Letters Patent, for such a Term or Number of Years as with the Term then in being would make up the same Thirty-one Years; and the said Premises, by Our like Letters Patent, bearing Date the Third Day of June, in the Sixth Year of Our Reign, One thousand Seven hundred and Sixty-six, were demised by us to the said Mary, now Countess of Hillsborough, by the Description of Mary Lady Stawell, Baroness of Somerton, in Our said County of Somerset, to hold, receive, and enjoy the said Annual Rent of Thirty-one Pounds Two Shillings and Eleven Pence, unto her, her Executors, Administrators, and Assigns, for, during, and until such Term or Number of Years as would fill up and compleat her then present Interest therein to Thirty-one Years from the Date of the said last-recited Letters Patent, under and subject to such Powers, Conditions, Privileges, Liberties, and Authorities as therein and hereinafter is mentioned; and lastly, the said Premises, by Our like Letters Patent, bearing Date the Eleventh Day of March, in the Thirteenth Year of Our Reign, and in the Year of Our Lord One thousand Seven hundred and Seventy-three, were further demised by Us to the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, Esquire, Trustees named in the Marriage Settlement of the said Wills Lord Harwich in Our County of Essex, and Earl of Hillsborough in Our Kingdom of Ireland, and the said Mary Countess of Hillsborough, Mary Lady Stawell, Baroness of Somerton aforesaid, his Wife, to hold and receive the said Annual Rent of Thirty-one Pounds Two Shillings and Eleven Pence unto the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, the Trustees named in the said Marriage Settlement of the said Wills Earl of Hillsborough, and Mary Lady Stawell his Wife, their Executors, Administrators, and Assigns, for, during, and until such Term or Number of Years as would fill up and compleat the then Term and Interest under the said last-recited Letters Patent to the full Term of Thirty-one Years from the Date thereof, without any Account to be made or rendered to Us, Our Heirs or Successors, under such Powers and Conditions as therein and hereinafter mentioned, to have, hold, receive, and enjoy the said Annual Rent of Thirty-one Pounds Two Shillings and Eleven Pence unto the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller (Trustees named in the Marriage Settlement of the said Wills Earl of Hillsborough, and Mary Lady Stawell his Wife) their Executors, Administrators, and Assigns, for and during and until such Term or Number of Years as will fill up and compleat their present Interest therein to Thirty-one Years, from the Date of these Our Letters Patent, without any Account thereof to be made or rendered to Us, Our Heirs or Successors, but subject nevertheless to the Uses mentioned and declared of and concerning the same in the said Marriage Settlement of the said Wills Earl of Hillsborough, with the said Mary Lady Stawell his Wife, but under and subject to such Powers, Conditions, Privileges, Liberties, and Authorities as are hereinafter mentioned, (that is to say) With this Intention, and upon Condition nevertheless, that they the said William Earl of Dartmouth,

mouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns, do and shall, Yearly and every Year during the said Term hereby granted, pay, or cause to be paid, all and singular Fees, Wages, Salaries, and Stipends of all and singular the Forest Keepers and Officers within the said Forest and Chase before-mentioned, which shall or may hereafter become due and owing, or to which they, any, or either of them, shall in anywise be entitled during the said Term and Time hereby granted; and also to have, hold, occupy, possess, and enjoy the said Office of Lieutenant or Keeper of the Forest or Chase aforesaid, with all and singular Offices, Liberties, Privileges, Wages, Fees, Rewards, and all other Profits and Commodities whatsoever to the said Office belonging or appertaining, to the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns, upon the Trusts aforesaid, for and during, and until such Term or Number of Years as will fill up and complete the present Term and Interest under the said last-recited Letters Patent to the full Term of Thirty-one Years from the Date of these Our Letters Patent, from thenceforth next ensuing and fully to be complete and ended, with full Power and Authority to depute, ordain, and constitute One or more fit and sufficient Person or Persons into the said Office, under them, and in their Names and Stead, to exercise and enjoy the same at the Pleasure of them the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns; and also Power and Authority, at their own Will and Pleasure, to constitute and depute so many and such Foresters and Keepers within the said Forest and Chase as have been heretofore constituted and appointed for the safe and sure Custody of the said Forest and Chase during the said Term; and also to have and take all Beasts or Animals attached or taken within the said Forest or Chase by any of the Foresters there, and all Manner of Wood blown or thrown down by the Wind, and all dead Wood, and the Boughs and Branches of Trees and Wood within the said Forest, cut off or thrown down, and Housebores or Firebores for themselves and the Foresters and Keepers aforesaid; and also to have and take all Wals, Estrays, Honey, and Wax, found or to be found within the said Forest and separate Pasture, within Our Lands in the said Forest and Chase, for Two Horses for themselves, their Executors, Administrators, and Assigns, or for their Deputies, and sufficient Pasture within the said Forest or Chase for One Horse for each Forester and Keeper, with full Liberty of fishing within Our Waters within the said Forest, and to take and keep the Fish to the proper Use of them, the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns; and also full Power and Authority for them the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns, or their Lieutenants or Lieutenants in the said Forest, to hold the Court commonly called The Wood Court, and to take, levy, and receive, as well by themselves, their Executors, Administrators, and Assigns, as by their Deputy or Deputies, for the Use of the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns, all Fines and Amerciaments made and Forfeiture in the said Court, to Us, Our Heirs and Successors, during the said Term; and also to have and take the Estrays, commonly called the Humbles and Scurts of all Deer killed and taken within the said Forest and Liberty; to have and take, within the said Forest and Chase, or either of them, for their own proper Use, One Stag and One Buck in the Summer Season, and One Hind and One Doe in the Winter Season; and to have, hold, exercise, and enjoy all and singular Offices, Authorities, Privileges, and Liberties aforesaid; and to take and keep all and singular Profits, Commodities, Advantages, and other the Premises to the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns, for and during the said Term in and by these Presents granted, without any Account to be made or rendered to Us, Our Heirs or Successors, for the said Premises, or any Part or Parcel thereof, in as full and ample Manner and Form as William Legge, and Emanuel Scroope How, Esquires, or any other Person or Persons, heretofore had, held, and enjoyed the same, subject to the Uses and Trusts heretofore mentioned and declared of and concerning the same: And the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, for themselves respectively, and for their respective Heirs, Executors, and Administrators, do, and each of them doth covenant, promise, grant, and agree, to and with Us, Our Heirs and Successors, by these Presents, in Manner and Form following; (that is to say) That they the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns, shall and will, from Time to Time, during the Term hereby granted, when and as often as Need or Occasion shall be and require, at their or One of their own proper Costs and Charges, well and sufficiently repair, amend, support, uphold, and maintain all and singular the Lodges, Fences, and Inclosures of and belonging to the said Premises hereby demised, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever; and the said Premises, and every Part of the same, so well and sufficiently repaired and amended, at the End or other Determination of the said Term shall and will peaceably and quietly leave, surrender, and yield up to Us, Our Heirs and Successors: And also, that they the said William Earl of Dartmouth, Sir William Bagot, Charles Townshend, and John Buller, their Executors, Administrators, and Assigns, shall and will, from Time to Time, and at all Times hereafter, during the Term hereby granted, discharge, save harmless, and indemnify Us, Our Heirs and Successors, of and from the Payment of all and every the Salaries, Stipends, or Wages, which shall or may become due or payable to any of the Foresters, Keepers, and Officers of the said Forest and Chase, during the Term hereby granted; and also shall and will preserve and keep the Deer and other Game within the said Forest and Chase, and all the Woods, Timber Trees, and other Trees growing in and upon the said Premises, from cutting,

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cutting, chopping, and Spoil, during the said Term hereby granted, and, being so preserved and kept, at the End or other sooner Determination of the said Term hereby granted shall and will peaceably and quietly leave and yield up to Us, Our Heirs and Successors: Provided always nevertheless, That if these Our Letters Patent, and all Assignments thereof, which shall or may at any Time or Times hereafter be made of these Our Letters Patent, or of the Premises hereby demised, or any Part thereof, shall not be enrolled before Our Auditor of Our said County of Southampton, or his Deputy or Deputies for the Time being, within the Space of Six Months next following their respective Dates, and Minutes or Docquets thereof entered in the Office of Our Surveyor General of Our Land Revenues for the Time being, within the like Space of Six Months next following their respective Dates, that then and from thenceforth, in any such Case, or on any such Default, this Our present Demise and Grant, and all and every such Assignments thereof respectively, shall and may be and be accounted null, void, and of no Force or Virtue, any Thing in these Prefaces contained to the contrary thereof in anywise notwithstanding: In Witness whereof, We have caused these Our Letters to be made Patent. Witness Our above-named right truly and well-beloved Commissioners of Our Treasury aforesaid, at Westminster, the Twenty-third Day of March, in the Twentieth Year of Our Reign, One thousand Seven hundred and Eighty.

By Warrant of the Lord Commissioners of the Treasury.

SHELLEY.

Enrolled the 4th of April 1780.

A true Copy from the Enrolment, before me,

JOHN HOSIER, Dep. Aud^r.

N^o 7.

SOUTHTON.

ANNE, by the Grace of God Queen of England, Scotland, France, and Ireland, Defender of the Faith &c. To Our right truly and well-beloved Councillor, Sidney Lord Godolphin, Our High Treasurer of England, and Treasurer of Our Exchequer, the Chancellor and Under Treasurer of Our Exchequer now being, and to the High Treasurer or Commissioners of the Treasury, Chancellor, and Under Treasurer of Our Exchequer for the Time being, Greeting: WHEREAS Our late Royal Brother King William the Third, by Letters under his Privy Seal, bearing Date on or about the One and Thirtieth Day of August 1701, did direct the Payment of One hundred and Fifty Pounds per Ann. out of the Receipt of Exchequer, to Our truly and well-beloved Emanuel Scroop Howe, Esquire, Lieutenant and Keeper of Our Forests of Aitchholt and Woolmer, in Our County of Southton, for the Wages to 5 Under Keepers in the said Forests at £. 25 per Ann. each for themselves, and £. 5 per Annum each for a Servant; the same to commence from Michaelmas 1699, and to continue during the Pleasure of Our said late Royal Brother; which said Letters of Privy Seal became void by the Death of Our said late Royal Brother: And whereas the said Emanuel Scroop Howe hath by his Petition prayed that the said Allowances may be continued, and that the same may be paid by the Surveyor General of Our Woods on the South Side Trent, Out of such Money as is or shall be in his Hands, arising by Wood Sales; which Petition being by you, Our High Treasurer of England, referred to Our truly and well-beloved Edw^d Wilcox, Esquire, Surveyor General of Our Woods on the South Side Trent, he has reported, that he is of Opinion an Allowance of £. 20 per Ann. each, to Two of the said Under Keepers, being Keepers of Wolmer Forest, where there is no Timber, may be a sufficient Allowance, without any Servant, for taking Care of the Deer and Game, and which is the usual Allowances to Keepers in other Our Forests; and that the other Three, being Keepers in Holt Forest, where there is a great Quantity of young thriving Timber, and lately well preserved, which hereafter may be fit for the Use of Our Navy, may deserve Encouragement by having the like Allowances granted by the said former Letters of Privy Seal continued to them, the Whole proposed by the said Surveyor General of Our Woods to be allowed, amounting to £. 120 per Ann.; which We being graciously pleased to approve of, Our Will and Pleasure is, and We do hereby authorize and command, That you issue the necessary Warrants or Orders to the Surveyor General of Our Woods on the South Side Trent for the Time being, directing him, out of such Money as is or shall be in his Hands arising by Wood Sales, to pay unto the said Emanuel Scroop Howe, or the Lieutenant and Keeper of the said Forests for the Time being, as well the Sum of £. 292. 10, for Two Years and a Quarter, from Lady Day 1702 to Midsummer last, 1704, as of what shall for the future grow due Quarterly on the several Allowances before mentioned, amounting in the Whole to £. 120 per Ann.; to wit, £. 20 per Ann. for the Wages to each of the Two Keepers in Wolmer Forest, and £. 25 per Ann. for the Wages to each of the Three Keepers in Aitchholt Forest, and £. 5 per Ann. more to each of the said Three last-mentioned Keepers for a Servant, the same to continue during Our Pleasure: And We do hereby

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further

further authorize you to give Directions to the Auditor of Our said County of Southton, to give Allowance to the said Surveyor General of Our Woods in his Accounts of all such Sum and Sums of Money as shall appear to Our said Auditor to have been paid in pursuance herof: And these Our Letters shall be your sufficient Warrant and Discharge in this Behalf. Given under Our Privy Seal, at Our Palace of Westminster, the 16th Day of August, in the Third Year of Our Reign.

JOHN TENCH,
Deputy to Tho^t Golling, Esq^r.

S O U T H T O N .

After my hearty Commendations: Whereas Her Majesty, by Letters under Her Privy Seal, bearing Date the 16th Day of August Instant, hath directed Payment to be made of £.130 per Ann. out of Wood Sales to Emanuel Scroop Howe, Esquire, Lieutenant and Keeper of the Forests of Alice Holt and Woolmer, the same to commence from Lady Day 1702, and to be applied in Manner following; that is to say, £.20 per Ann. for Wages to each of the Two Keepers in Woolmer Forest, and £.25 per Ann. for the Wages to each of the Three Keepers to Alice Holt Forest, and £.5 per Ann. more to each of the said Three last mentioned Keepers for a Servant: These are, by virtue of the said Letters of Privy Seal, to authorize and require you, out of such Money as is or shall be in your Hands arising by Wood Sales, to pay unto the said Emanuel Scroop Howe, or his Assigns, as well the Sum of £.290 10, for Two Years and a Quarter of the said Allowances, from Lady Day 1702 to Midsummer last 1704, as of what shall from Time to Time for the future grow due thereupon, pursuant to the Direction of the said Letters of Privy Seal, and this shall be, as well to you for making the said Payments as to the Auditor for allowing thereof on your Accounts, a sufficient Warrant.

To my very loving Friend, Edw^d
Wilcox, Esq^r, Surveyor General
of Her Majesty's Woods on
the South Side Treot.

Treasury Chambers, 21st Aug^r 1704.
GODOLPHIN.

N^o 8.

By the LORD JUSTICES,

W ^m Cant.	Roxburghe.
Argyll and Greenwich.	Berkeley.
Holles Newcastle.	Cadogan.

WHEREAS wee are given to understand, that the Keeper or Ranger of his Maties Forest or Chase of Alice Holt and Woolmer, in the County of Southampton, by virtue and in pursuance of the Grant of the said Office, holds and enjoys or receives a Fee Farm Rent, belonging to the Crown, of Thirty-one Pounds Two Shillings and Eleven Pence per Annum, issuing out of the Manor of Wordelham in the said County, with Intest that the said Keeper or Ranger might pay and support Yearly all Fees, Rewards, Salaries, and Stipends, of all and singular the Foresters, Keepers, and Ministers, of the said Forest or Chase; and accordingly the Grantee has covenanted in the said Grant, that the Crown shall be discharged from the Payment of any Salaries or Wages to any Under Keepers of the said Forest or Chase: And whereas wee are further given to understand, that her late Matie, Queen Anne, notwithstanding the Covenant of the said Grantee to exonerate and discharge the Crown as aforesaid, was pleased to order and direct, out of Money arising by Wood Sales, which should be and remain in the Hands of the Surveyor General of her Woods for the Time being, the Yearly Summe of One hundred and Thirty Pounds per Ann. to be distributed and paid over by the said Keeper or Ranger, in Manner following; that is to say, to Two Keepers in Woolmer Forest, Twenty Pounds per Ann. each, for their Wages; to Three Under Keepers in Alice Holt Forest, which was then and is now, as we are informed, well stocked with young Timber, Twenty-five Pounds per Annum each for their Wages, and Five Pounds per Ann. more for each of the said Keepers, for a Servant: And whereas Mrs. Ruperta How, in whom the said Office of Keeper or Ranger is now legally vested, hath humbly besought his Matie, for the Encouragement of the said Keepers, and for the better Preservation of Vert, Venison, and Timber, within the said Forest or Chase, and to the End many Disorders and Depredations which frequently happen for Want of such Encouragement, may be hindered for the future, that the said Allowance may be continued in Manner it was directed to be paid by her said late Matie, to which Request wee, on his Majesty's Behalf, think reasonable to condescend and agree: These are therefore, in his Maties. Name, to authorize, direct, and require you

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you to issue your Warrant or Warrants to the Surveyor Generall of his Majesties Woods for the Time being, thereby authorizing and empowering him, out of such Monies as shall from Time to Time be and remain in his Hands arising or to arise by Wood Sales, in any his Majesties Forests, Parks, or Chaces, whatsoever, to pay, or cause to be paid, unto the said Ruperta How, or her Assignes, the said Yearly Summe of One hundred and Thirty Pounds from the Time it was last paid, for and during his Majesties Pleasure, to be applied and paid over by the said Ruperta How in Manner following; (that is to say) to the Two Keepers in Woolmer Forest, after the Rate of Twenty Pounds per Annum each for their Wages, and to Three Keepers in Alice Holt Forest, after the Rate of Twenty-five Pounds per Ann. each for their Wages, and after the Rate of Five Pounds per Ann. more to each of the said Three Keepers for a Servant; and in the said Warrant or Warrants you are to order and direct the said Surveyor to take Care that the said Yearly Summe, and the Arrears thereof, be paid over to the said Keepers accordingly, and to enjoyn and require the said Keepers to observe and follow such Rules, Orders, and Instructions, with respect to the Preservation of the Timber, Vert, Venison, and other his Majesties Interest in the said Forest or Chase, as you or the said Surveyor Generall of his Majesties Woods for the Time being, shall in that Behalfe think fit to direct and appoint; and for so doing this shall be your Warrant.

Given at his Majesties Court at Whitehall, the 25th Day of September 1723, in the Tenth Year of his Majesties Reign.

To the Comm^{rs}
of his Majesties
Treasury.

By their Excellencies Command,
R. WALPOLE.
GEO. BAILLIE.
R. EDGCUMBE.

After our hearty Commendacions: We doe hereby, in pursuance of their Excellencies the Lords Justices Pleasure, signified to us by the aforesgoing Warrant under their Hands, authorize, direct, and require you, out of such Monies as are therein mentioned, to pay, or cause to be paid, unto Mrs. Ruperta How, Cheif Ranger or Keeper of His Majestie Forest or Chase of Alice Holt and Woolmer, or her Assigns, not only all such Summe and Summes as are now due and in Arrear, on the Yearly Summe of One hundred and Thirty Pounds, thereby made payable for the Keepers of the said Forest or Chase, in Proportions as are therein mentioned, but also of all such Summe and Summes as shall from Time to Time for the future Quarterly become due and payable thereupon; taking Care that the said Arrears and growing Payments be applied and paid over to the said Keepers in Manner as by the said Warrant is directed, and moreover, you are hereby authorized and directed to enjoyn and require the severall and respective Keepers receiving the said Yearly Summe to observe and follow such Rules, Orders, and Instructions, with respect to the Preservation of the Timber, Vert, Venison, and other His Majesties Interest in the said Forest or Chase, as you shall in that Behalfe think fit to direct and appoint, under Pain (in case of Failure, Neglect, or Contempt) of being deprived the Benefit of the Allowances his Majestie is pleased to make them: For all which this shall be your sufficient Warrant, provided an Entry hereof be first made before his Majesties Auditor of the Land Revenues for the County of Southampton, or any his Majesties Auditor before whom you are to account for the Monies, or any Part thereof, out of which the Summes due and to be due on the said Allowance shall be satisfied and paid, as also before the Auditor of the Receipt of his Majesties Exchequer and Clerk of the Pells there.

Whitehall Treasury Chambers, 2^d Oct^r 1723.

R. WALPOLE.
R. EDGCUMBE.
H. PELHAM.

To our very loving Friend,
Charles Wither, Esq. Surveyor
Gen^l of His Majesties Woods,
and to all others herein concerned.

EXTRACTS from the Accounts of all Wood Sales in the Forest of Allenhall and Woolmer, from the Year 1733 (being the earliest Period for which any such Accounts can be found) to the Year 1774; taken from the Original Accounts of the Surveyors General of the Woods in the Office of the Auditor of the Land Revenue, in order to show what has been the Usage with respect to the Disposal of the Lops, Tops, and Bark filled there during that Period.

In 1732.	The Accountant is charged with 180 dotard Oak Trees, with the Bark, Lops, Tops, and Offal Wood thereof, filled in Alice Holt Forest, valued and sold for the Sum of —	200 —
1744.	The Accountant is charged with 405 underbark Oak Trees, together with the Lops, Tops, and Offal Wood thereof, filled in Alice Holt Forest, valued and sold for the Sum of —	420 —
1749.	The Accountant is charged with 1170 dotard and decayed Oak Trees, together with the Bark, Lops, Tops, and Offal Wood thereof, filled and cut down in Holt Forest, valued and sold to Mr. John Smith, of Basingstoke, for the Sum of —	980 —
1753.	The Accountant is charged with 577 Trees, with small Fillets, filled in Alice Holt Forest (clear of the Lops, Tops, and Offal Wood of the said Trees, the same being claimed by Mrs. Ruperta Howe, by virtue of her Grant of the Office of Ranger of the said Forest) sold and delivered to divers Persons, for the Sum of —	519 15 —
1757-8.	The Accountant is charged with 398 small Fillets Trees, and 641 dotard and decayed Trees, filled and cut down in the said Forest, in the Year 1756 (clear of the Lops, Tops, and Offal Wood of the said Trees, the same being claimed by Mrs. Ruperta Howe, by virtue of her Grant of the Office of Ranger of the said Forest) sold and delivered to Henry Hault and William Herry, for the Sum of —	504 12 — 448 6 — 553 16 —
	866 Fillets Ditto, and 431 Dotard Ditto — Ditto	
	500 Ditto — and 875 Ditto — Ditto	

These Trees are accounted for, together with the Bark, Lops, Tops, and Offal Wood, and no Allowance in lieu of the Lops and Tops is made in either of these Accounts.

In 1759. The Accountant is allowed, for Money paid to Mrs. Ruperta Howe, for the Bark, Lops, Tops, and Offal Wood of the 1170 Trees filled and sold in Holt Forest, the claiming the same by virtue of her Grant, as by her Acquittance appears, the Sum of —

N. B. This Allowance is 1/2 of the full Value of the Trees.

In 1739.	The Accountant is charged with 405 dotard and decayed Trees, filled and cut down in Allenhall Forest, in the Year 1739, valued and sold to Thomas Charlwood and George Gregory, for the Sum of —	269 12 —
1741.	The like for 443 dotard and decayed Trees, sold to divers Persons, for —	162 16 —
1742.	455 Trees, and 200 Fillets, cut down and sold to divers Persons —	180 —
1743.	354 Trees filled and cut down in the said Forest, sold to several Persons —	158 —
1744.	411 Oaks cut down and sold to several Persons —	189 9 —
1745.	392 Trees — Ditto —	190 2 —
1745.	408 Trees — Ditto —	557 2 6
1746.	368 Trees — Ditto —	157 14 3
1747.	371 dotard and decayed Trees, Ditto —	187 6 6
1748.	568 Ditto — Ditto —	168 2 6
1749.	406 Ditto — Ditto —	138 15 —
1750.	490 Ditto — Ditto —	189 15 —
	Note, In the Year 1750, Mr. Mordaunt sold his Grant to Mr. Legge: —	
1751.	455 Ditto — Ditto —	156 6 —
1752.	415 Ditto — Ditto —	242 18 —
1753.	380 Ditto — Ditto —	205 1 —
1753.	284 Ditto — Ditto —	159 4 —
1754.	300 Ditto — Ditto —	151 8 —
1755.	150 Ditto — Ditto —	103 8 —
1756.	150 Ditto — Ditto —	146 12 —
	24 Trees, Part of the 66 Trees sold, &c., (See Note * opposite)	14 8 —

In the following Sales the Number of Trees only is accounted for, without mentioning the Lops, Tops, or Bark, but the following Notes or Memoranda appear in the Vouchers or Statements on which the Accounts were made out.

1743. "N. B. The Lop and Top claimed by the Hon^{ble} Mr. Mordaunt, Ranger."

1745. "The Lop, Top, and Offal Wood is granted to the Hon^{ble} John Mordaunt, and is taken by him."

1746. The like Note.

1747. The like Note.

1748. The like Note.

1749. "N. B. The Lop, Top, and Offal Wood granted to the Hon^{ble} John Mordaunt."

1750. The like Note.

1751. "N. B. The Lop, Top, and Offal Wood granted to the Hon^{ble} John Mordaunt, and his Aliens."

1752. The like Note.

1753. The like Note.

1754. The like Note.

1755. The like Note—and a further N. B. that —

"Before that 50 Trees above accounted for, there was a Lot of 40 Trees sold to James Collier and Richard Linton, for the Sum of £ 70, who gave their alias Bond, for the time, but were since subjoined: Four Fifths of which is due to the Crown, and the other Fifth to the Hon^{ble} John Mordaunt, and his Aliens."

"of £ 70 = £ 35 — of which recovered, as per Account
1/2 — — — — — 17 10 — £ 16 8 —
1/2 — — — — — 17 10 — £ 16 8 —
£ 70 — — — — — £ 32 — —

In the following Sales, the Trees and Bark are accounted for.

1757. The Accountant is charged with 120 dotard and decayed Trees, with the Bark thereof, filled and cut down in the said Forest, valued and sold to several Persons, for the Sum of —

1758. The like — — — 181 D^y, with the Bark thereof
1759. The like — — — 185 D^y, with the Bark thereof
1760. The like — — — 360 D^y, with the Bark thereof

1757. Among the Vouchers of this Account is a Certificate signed by Knebly Whiskey, the then Deputy Surveyor, dated 31 May 1757, "that the Timber and Bark were sold by Auction for £ 118; and that the Lops and Tops were claimed by and delivered to the Wth Hon^{ble} Henry Bilson Leage, as Aliens of the Hon^{ble} John Mordaunt."

1758. The like Certificate.

1759. The like Certificate.

In 1763. The Accountant is charged with divers dotard and decayed Trees, with the Bark, Lops, Tops, and Offal Wood thereof, felled and cut down in the said Forest, between the 5th of April 1761 and the 5th of April 1763, valued and sold to several Persons for the Sum of

1764.	The like	—	—	—	—	—
1765.	The like	—	—	—	—	—
1766.	The like	—	—	—	—	—
1767-8.	Divers dotard and decayed Trees, with the Bark, Lops, Tops, and Offal Wood thereof	—	—	—	—	—
1769.	The like	—	—	D ^r	—	—
1770.	The like	—	—	D ^r	—	—

£. s. d.

323	—	—
246	8	—
230	—	—
245	15	—
661	—	—
277	—	—
714	—	—

1771.	The like, with the Bark, Lops, Tops, and Offal Wood	—	—	—	—	—
1773.	471 Trees, with the Bark, Lops, Tops, and Offal Wood	—	—	—	—	—
1774.	630 Trees, with the Bark, Lops, Tops, and Offal Wood	—	—	—	—	—

478	—	—
363	—	—
700	—	—

1770. The Accountant is allowed, for Money by him paid by the Executors of the R^t Hon^{ble} Henry Bilson Legge, deceased, late Lieutenant or Keeper of the said Forest, for One Fifth Part of the Net Monies arising from the Sale of Timber felled in the said Forest, in the Years 1763 and 1764, in Lieu and Compensation for the Bark, Lops, and Tops thereof, claimed by the said Executors, as by their Acquittance for the same appears, the Sum of

The like for One Fifth Part of the Net Monies arising from the Sale of Timber felled in the said Forest, in the Years 1765, 1766, 1768, and 1769, in Lieu and Compensation for the Bark, Lops, and Tops thereof

The like to the Right honourable Mary Countess of Hillsborough, for One Fifth Part of the Net Monies arising from the Sale of Timber felled in the said Forest, in 1770

1771.	The like for One Fifth Part of the Timber felled in 1771	—	—	—	—	—
1773.	The like for One Fifth Part of the Timber felled in 1773	—	—	—	—	—
1774.	The like for One Fifth Part of the Timber felled in 1774	—	—	—	—	—

£. s. d.

135	—	—
323	4	—
142	16	—
95	11	—
72	12	—
140	—	—

N^o 10.

To the Right honourable the Lords Commissioners of His Majesty's Treasury.

The MEMORIAL of the Right honourable Mary, Countess of Hillsborough, Lady Stowell, Baroness of Somerton, Lieutenant or Keeper of the Forest or Chase of Alice Holt and Woolmer, in the County of Southampton; and of John Boller, Esquire, and Charles Townsbend, Esquire, Executors of the Right honourable Henry Bilson Legge, Esquire, deceased, who was Lieutenant or Keeper of the said Forest or Chase.

Sheweth,

THAT the said Henry Bilson Legge was by several Letters Patent appointed Lieutenant or Keeper of the said Forest or Chase, and by virtue thereof was entitled to One Fifth Part of the Produce of all Timber sold by the Surveyor General of His Majesty's Woods in the said Forest or Chase, in lieu of the Top, Lop, and Bark thereof, and by several Warrants issued from his late and present Majesty's Treasury, was also entitled to the Yearly Sum of One hundred and Thirty Pounds for the Keepers Salaries, which is directed to be paid by the Surveyor General of His Majesty's Woods:

That the said Henry Bilson Legge died on the Twenty-third Day of August 1764, upon whose Death the same descended on your Memorialists, the Countess of Hillsborough, his Widow:

That the said Henry Bilson Legge and Countess of Hillsborough regularly paid the Salaries to the Under Keepers of the said Forest or Chase, but have not received the said Yearly Sum of One hundred and Thirty Pounds since the 17th of March 1761, when John Pitt, Esquire, the then and present Surveyor General of His Majesty's Woods, paid the said Henry Bilson Legge the same, together with the Fifth Part of the Sale for the preceding Year; after which nothing was paid to the said Henry Bilson Legge during his Life Time, nor has any Thing been paid to your Memorialists since his Death:

That Sir Edmund Thomas, Baronet, succeeded the said John Pitt, as Surveyor General of His Majesty's Woods, and continued so till his Death, when the said John Pitt was again appointed Surveyor General of His Majesty's Woods:

That the said John Pitt and Sir Edmund Thomas have sold Timber in the said Forest or Chase, in the Years and to the Amount following; (that is to say)

			L.	s.	d.
In the Years	1761	None cut.			
	1762	—	—	323	—
	1763	None cut.			
	1764	—	—	352	—
	1765	—	—	329	—
	1766	—	—	349	—
	1767	None cut.			
	1768	—	—	661	—
	1769	—	—	277	—
			L.	2,291	—

One Fifth Part of which, amounting to the Sum of Four hundred and Fifty-eight Pounds and Four Shillings, is due to your Memorialists in lieu of the Top, Lop, and Bark thereof, together with the said Yearly Sum of One hundred and Thirty Pounds for the several Years above-mentioned.

Your Memorialists therefore pray your Lordships will be pleased to order the said John Pitt to pay them their respective Dues out of the Monies which have or may come to his Hands; and that your Lordships will also be pleased to order the Representatives of the said Sir Edmund Thomas to pay them their respective Dues out of the Monies which came to his Hands; or that your Lordships will be pleased to make such other Orders for the Payment of your Memorialists as to your Lordships shall seem meet:

6

And your Memorialists shall ever pray, &c.

Whitehall,

Whitchall, Treasury Chambers,
the 16th May, 1770.

The Right honourable the Lords Commissioners of His Majesty's Treasury are pleased to refer the foregoing Memorial to John Pitt, Esquire, Surveyor General of His Majesty's Woods, who is to consider the same, and report to their Lordships a true State of the Premises, together with an Estimate of the Expenses that the therein-mentioned Works and Repairs will amount to.

GREY COOPER.

N^o 11.

To the Right honourable the Lords Commissioners of His Majesty's Treasury.

My Lords,

IN Obedience to your Lordships Order of Reference on the Memorial of the Right honourable the Countess of Hillsborough, herewith annexed, I have considered the same, and find, that during the Years mentioned in the said Memorial the several Quantities of Timber were sold in the Forests of Alice Holt and Woolmer, and for the Sums mentioned in the said Memorial; and I also find, that the Proportion of One Fifth Part of the said Sums due to her Ladyship, in lieu of the Lops, Tops, and Bark of the said Timber, and also the Sum of £. 130 per Annum for Keepers Salaries, have not been paid, but remain in Arrear for the whole Time of Sir Edmund Thomas's holding the said Office of Surveyor General.

That, at the Time I last came into His Majesty's Service, I found that there were several Works and Repairs unfinished, and absolutely necessary to be carried on, to prevent their going to Decay; and, there being no Money in Hand to be delivered over to me, I was under a Necessity of applying the Money raised by the Falls made under my Directions for the Purposes last mentioned.

That a Fall of Timber has lately been made, under my Directions, by the Aid of which I shall be enabled to discharge the Money due from me to her Ladyship, which shall be done as soon as the Money is received.

That in regard to the several Sums which, during the Time Sir Edmund Thomas held the Office, ought to have been paid to her Ladyship, and which are in Arrear, and amount to £. 856, I humbly propose, if your Lordships approve thereof, that the same be raised at the next Fall, and paid to her Ladyship so soon as the same is received by me.

June 25, 1770.

J. PITT.

N^o 12.

Sir,

THE Lords Commissioners of His Majesty's Treasury having had under their Consideration your Report on the Memorial of the Countess of Hillsborough, Keeper of the Forest of Alice Holt and Woolmer, in the County of Southampton, their Lordships are pleased to direct you forthwith to discharge the Arrears due to her, as well on Account of the Fifth Part of the Timber felled in the said Forest, as of the Keepers Salaries incurred both in your Time and in that of Sir Edmund Thomas, out of the first Monies that shall come to your Hands, arising from the Sale of Timber, and in future, regularly to pay the growing Salaries as they become due.

Treasury Chambers,
the 6th July, 1770.

I am, Sir,

Your most humble Servant,
GREY COOPER.

To John Pitt, Esq. Surveyor General
of His Majesty's Woods.

N^o 13.

AFTER our hearty Commendations: Whereas John Pitt, Esq; Surveyor General of His Majesty's Woods, hath represented, that the late Right honourable Henry Bilson Legge, by virtue of his Office of Lieutenant or Keeper of the Forest or Chase of Alice Holt and Wolmer, in the County of Southampton, was entitled to One Fifth Part of the Produce of all Timber sold by the Surveyor General of His Majesty's Woods in the said Forest, in lieu of the Top, Lop, and Bark thereof, and also to the Yearly Sum of One hundred and Thirty Pounds for the Keepers Salaries, to be paid by the said Surveyor General of His Majesty's Woods; that Payments have accordingly been made by the said John Pitt, and his Predecessor Sir Edmund Thomas, of the Fifth Part of the Timber sold in the said Forest, and also of the said Salary of One hundred and Thirty Pounds, and praying that we would grant our Warrant to you, to allow in his Accounts, and in the Accounts of Sir Edmund Thomas, the Sums which have been paid on the above Service: These are to authorize and require you, in passing the Accounts of the said Sir Edmund, and of John Pitt, Esq; the present Surveyor General of the Woods, to allow all such Sums of Money as shall appear to you to have been paid on account of One Fifth Part of the Produce of all Timber sold in the Forest or Chase of Alice Holt and Wolmer, and also of the Yearly Allowance of One hundred and Thirty Pounds for the Keepers Salaries; and that you do also allow, in the future Accounts of the said John Pitt, as Surveyor General of the Woods, such Payments on the aforesaid Service as shall appear to you to have been made; and this shall be as well to you and to all others concerned in passing the Accounts of the said Sir Edmund Thomas, and of the said John Pitt, Esq; of the said several Payments, a sufficient Warrant. Whitehall, Treasury Chambers, 24th Mar. 1777.

C. TOWNSEND.
BEAUCHAMP.
C. W. CORNWALL.

To our loving Friend Ja^s West, Esq;
Auditor of His Majesty's Land Revenue.

N^o 14.

To the Right honourable the Lords Commissioners of His Majesty's Treasury.

The Memorial of the Right honourable Mary Countess of Hillsborough:

Sheweth,

THAT your Memorialist, as Lieutenant or Ranger of His Majesty's Forest or Chase of Alice Holt and Wolmer, in the County of Southampton, lately presented a Memorial to your Lordships, praying, for the Reasons therein contained, that your Lordships would be pleased to order that no more Timber might be cut in the said Forest, until the Right therein mentioned, claimed by the People of Frentham, had been determined by a Court of Law; which Memorial your Memorialist is informed hath been referred by your Lordships to the Surveyor General of His Majesty's Woods.

Your Memorialist begs Leave further to state to your Lordships, that your Memorialist, by her Grant from His Majesty, is entitled to the Boughs and Branches of all Trees and Wood within the said Forest, cut or thrown down, which your Memorialist hath been informed used to be taken by the Lieutenants or Rangers of the said Forest; but it was found to be so injurious to the Sale of the Timber therein, that for a great Number of Years past, long before your Memorialist, or her late Husband, the Right honourable Bilson Legge, had the Grant of the Lieutenantship thereof, it had been agreed between His Majesty's then Surveyor General, and the then Lieutenant of the said Forest, that the Whole of the said Timber Trees should be sold, and that the Lieutenant should have One Fifth of the Amount of the Sale, in lieu of his or her Right therein; which hath been accordingly paid ever since.

That it hath been always usual to sell the Timber in the said Forest by public Sale or Auction, until last Year, when your Lordships were pleased to order Three hundred Loads of Timber to be cut therein, for the Use of His Majesty's Navy, as your Memorialist hath been informed.

That in pursuance of the said Order, Mr Robert Briant, the Deputy Woodward, attended by a Mr. Slade, a Purveyor, and a Mr. Mills, a Contractor, went to the said Forest, and marked upwards of Six hundred Oak Trees, which were afterwards cut.

P

That

That your Memorialist caused a great many Applications to be made to the Deputy Surveyor, and Deputy Woodward, for an Account of the said Timber, that your Memorialist might know how much her Fifth Part thereof amounted to; which your Memorialist could not obtain, till after she had presented her last Memorial to your Lordships, when the said Mr. Briant, the Deputy Woodward, gave your Memorialist's Agent an Account thereof, a Copy of which is annexed.

That your Memorialist's Agent, seeing by the Account how much the Quantity therein mentioned, amounting to 364 Loads and upwards, exceeded the Quantity ordered by your Lordships to be cut, asked Mr. Briant the Cause thereof; who told him that Mr. Slade and Mr. Mills (whom he considered as his Masters) would have a great Number of Trees marked, after he had repeatedly told them enough had been marked to fulfil your Lordships Order of 300 Loads.

That your Memorialist's Agent then asked Mr. Briant why the Whole of the 364 Loads had not been served into His Majesty's Dock Yards; and why Mr. Mills, a Contractor, was suffered to have 42 Loads and 40 Feet of it, at so low a Price as 38s. a Load, although the same was bond fide worth between £.3 and £.4 a Load; to which Mr. Briant said, that Mr. Slade, fearing he might be blamed for exceeding the ordered Quantity so much, directed Mr. Briant to let Mr. Mills have the 42 Loads and 40 Feet at that low Price of 38s. a Load.

That your Memorialist is informed, if the Timber had been put up to Sale in the usual public Manner by Auction, it would have produced nearly £.2,500; whereas, by Mr. Briant's Account, the gross Amount is only £.1,074. 10s. 9d. to which is to be added about £.80 for the Stack Wood taken away by the People of Freshham, under a pretended Right, out of which is to be deducted £.179. 19s. 9½d. the Expenses charged in Mr. Briant's Account.

That if the said Timber had been sold publicly, as usual, and had produced £.2,500, your Memorialist's Fifth Part thereof would have been £.500; that had your Memorialist taken the Offer, it would, by Mr. Briant's Account, have amounted to £.382, exclusive of the £.80 worth of Stack Wood taken away, which would have made it amount to £.462; but if your Memorialist is to have only a Fifth Part of the Sale, according to Mr. Briant's Account, after deducting the Expenses, it will amount to only £.178; your Memorialist, however, is very ready and willing to take such a Sum for her Right as your Lordships shall be pleased to order.

That your Memorialist caused several Applications to be made last Year to the Deputy Surveyor for the Keepers Salaries, amounting to £.130 a Year for the Year 1776; but he told her Agent that he had no Money in his Hands, and therefore could not pay it.

That since Mr. Briant had given in his Account, your Memorialist hath caused Application to be made to the Deputy Surveyor for the Keepers Salaries for the Years 1776 and 1777, when he offered to pay the Salaries for the Year 1776, but said he had not Money in his Hands to pay for both Years; and your Memorialist, knowing that more than sufficient had been received, either by the Deputy Surveyor or Deputy Woodward, ordered her Agent not to receive One Year's Salary only; and the Deputy Surveyor refusing to pay both Year's Salaries, her Agent received none at all.

That your Memorialist since she delivered her last Memorial is informed, that instead of 500 Trees, therein mentioned to be applied for by the Surveyor General to be cut this Year in the said Forest; the Application is for 500 Loads, which by the Rule of cutting last Year, will require upwards of 800 Trees, which your Memorialist is informed is a greater Number of Trees than there are in the said Forest fit for His Majesty's Navy, unless a great many very growing Trees are cut.

That since your Memorialist delivered her last Memorial, she hath been informed through the Deputy Surveyor, that your Lordships ordered the 500 Loads to be cut this Year in the said Forest, before her Memorial came before your Lordships.

Your Memorialist therefore, for the Reasons contained in her former and this Memorial, prays your Lordships will be pleased to revoke your Order for the cutting 500 Loads this Year in the said Forest, and that for the future all the Timber may be sold by public Auction as usual; and that your Lordships will also be pleased to order the Surveyor General to pay to your Memorialist the Salaries for the Years 1776 and 1777 (which she hath already paid to the Keepers) and such a Sum in lieu of her Right in the Trees cut last Year, as to your Lordships shall seem right and equitable.

And your Memorialist will pray, &c.

Sir,

My Lords Commissioners of His Majesty's Treasury having resumed the Consideration of the Memorial of the Countess of Hillsborough, as Lieutenant or Ranger of His Majesty's Forest or

3

Chace,

A P P E N D I X, N^o 14, 15.

59

Chace, called Alice Holt and Wolmer, in the County of Southampton, stating several Abuses in cutting Timber in the said Forest last Year; and desiring that an Order for cutting 500 Loads this Year may be revoked, but that for the future all the Timber may be sold by Auction, that the Salaries of the Keepers for 1776 and 1777 may be paid; and also such a Sum in lieu of her Right in the Trees cut last Year, as to my Lords shall seem meet: I am ordered by their Lordships to refer the said Memorial to you, and to direct you to enquire into the Facts and Circumstances of the Case, and report the same to this Board.

I am,
Sir,

Your most humble Servant,

Treasury Chambers,
21st July 1778.

JOHN ROBINSON.

John Pitt, Esquire, Surveyor of the Woods.

N^o 15.

To the Right honourable the Lords Commissioners of His Majesty's Treasury.

My Lords,

IN Obedience to your Lordships Order of Reference, I have considered the Memorial of the Right honourable Mary Countess of Hillsborough, hereto annexed, and beg Leave to state to your Lordships,

That by Letters Patent, bearing Date the 11th Day of March, 1773, all that Yearly Rent of £. 31. 2. 11^d. reserved by Letters Patent of his late Majesty King James the First, for and out of the Manor or Manors of Wordelham, otherwise East Wordelham and West Wordelham, with the Rights, Members, and Appurtenances, situate in the County of Southampton, and Parcel of the Possession of the Crown, and also the Office of Lieutenant or Keeper of the Forest of Alice Holt and Woolmer, with the Appurtenances, in the said County of Southampton, and all Offices, Liberties, Wages, Fees, Commodities, and Privileges whatsoever to the said Office belonging, were devised and granted unto the Right honourable William Earl of Dartmouth, Sir William Baggot, Baronet, Charles Townsend and John Buller, Esquires, Trustees named in the Marriage Settlement of the Right honourable Wills Earl of Hillsborough and the said Countess of Hillsborough, to hold and enjoy the said Annual Rent of £. 31. 2. 11. unto the said William Earl of Dartmouth, Sir William Baggot, Charles Townsend, and John Buller, Trustees as aforesaid, their Executors, Administrators, and Assigns, for and during such Term or Number of Years as would fill up and complete the then existing Term and Interest to the full Term of 31 Years from the said 11th Day of March, 1773; upon Condition, nevertheless, that the said William Earl of Dartmouth, Sir William Baggot, Charles Townsend, and John Buller, their Executors, Administrators, and Assigns, should pay, or cause to be paid, all and singular Fees, Wages, Salaries, and Stipends of all and singular the Forest Keepers and Officers within the said Forest or Chace: And also to have, hold, exercise, and enjoy the said Office of Lieutenant or Keeper of the Forest and Chace aforesaid, with all and singular Offices, Liberties, Privileges, Wages, Fees, Rewards, and all other Profits thereto belonging, for the like Term or Number of Years; and also to have and take all Beasts and Animals strayed or taken within the said Forest or Chace by any of the Foresters there, and all Manner of Wood blown or thrown down by the Wind, and all dead Wood, and the Boughs and Branches of Trees and Wood within the said Forest cut or thrown down, and House Bote or Fire Bote for themselves and the Foresters and Keepers aforesaid; and several other Privileges were also granted by the said Letters to the said William Earl of Dartmouth, Sir William Baggot, Charles Townsend, and John Buller; and they did by the said Letters Patent covenant, promise, and agree, at their own proper Costs and Charges, well and sufficiently to repair, amend, support, uphold, and maintain all and singular the Lodges, Fences, and Inclosures of and belonging to the Premises, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever, and also covenanted that they would from Time to Time, and at all Times thereafter during the said Term thereby granted, discharge, save harmless, and indemnify His Majesty, His Heirs and Successors, of and from the Payment of all and every the Salaries, Stipends, or Wages which should or might become due or payable to any of the Foresters, Keepers, and Officers of the said Forest or Chace, during the Term granted by the said Letters Patent; and also that they would preserve and keep the Deer and other Game within the said Forest and Chace, and all the Woods, Timber Trees, and other Trees growing in and upon the said Premises, from cutting, chopping, and Spoils, as will more fully appear by Reference to the said Letters Patent.

Upon a Search at the Auditors Office I find that in former Leases or Grants of the before-mentioned

mentioned Offices, and particularly in one granted to John Mordaunt, Esquire, the 1st of February, 15th Geo. 11d, the Clause similar to that under which Lady Hillsborough founds her Claim to the Logs and Tops of all Timber cut down in the said Forest, is worded so as to admit of a different Construction, and is as follows; viz. "All and all Manner of Wood thrown down by the Wind, and all dead Wood, and the Boughs and Branches of Trees and Woods within the said Forest cut off or thrown down, and Houfe Bote and Face Bote," &c.

I therefore submit to your Lordships Judgment, whether the Clause in the Grant to Mr. Mordaunt may or may not be construed to extend to the Boughs and Branches of Trees and Woods casually cut off or thrown down, and soe to the Branches of all Timber cut for the Use of His Majesty. If your Lordships should be of Opinion that this Construction ought to be put upon that Clause, I then submit to your Consideration, whether the different wording of the Two Grants may not have escaped the Notice of the Officers of the Crown at the Time of passing the last Grant. It is however necessary to inform your Lordships, that at the Time I had the Honour to be appointed Surveyor General of His Majesty's Woods and Forests, I understood that the Lieutenant or Keeper of the said Forest was entitled to the Boughs and Branches of all Timber Trees cut down in the said Forest; and I therefore did, for the Reasons mentioned in her Ladyship's Memorial, as I found my Predecessors had done, agree that the Whole of the Timber cut down in the said Forest should be sold, and that the Lieutenant should be paid One Fifth of the Amount of the Sales of the Whole, in lieu of the Boughs and Branches; and all the Timber cut in the said Forest to the Year 1776 has been sold by Auction, and a Fifth Part paid to the Lieutenant of the said Forest accordingly.

In the said Year 1776 Application was made to your Lordships for a Fall of 300 Loads of Oak Timber for the Use of His Majesty's Navy, which I was of Opinion might be supplied from the said Forest; and your Lordships were pleased, in pursuance of His Majesty's Royal Sign Manual, to issue a Warrant, dated the 19th Day of July, 1776, directing 300 Loads of Oak Timber to be cut in the said Forest, and delivered for the Use of His Majesty's Navy at the usual Price of Timber supplied from the New Forest; that is to say, £. 1. 18s. per Load. This Warrant was issued so late in the Year 1776 that to avoid the Loss of the Profits of the Bark the Execution thereof was deferred till the Year 1777, when 321 Loads and 30 Feet of Timber were delivered to the Purveyor of the Navy, and a bill made out to me for the same at the Price before mentioned.

As to the 42 Loads and 40 Feet of Timber, mentioned in the annexed Memorial to be delivered to Mr. Mills at the Price of £. 1. 18s. per Load, it was done without my Knowledge, and very much contrary to my Inclinations, for which Offence I have discharged my Deputy in the said Forest. All I could then do was to oblige Mr. Mills to pay me the full Market Price, at which, if the whole Quantity of the Timber had been sold, her Ladyship would certainly have been entitled to a larger Sum than I think myself justifiable in paying without particular Directions from your Lordships.

Notwithstanding the Covenant in the Letters Patent, for the Lieutenant or Keeper of the said Forest to pay and indemnify the Crown against all Keepers and Officers Salaries within the said Forest, the Lieutenants or Keepers of the said Forest have for many Years past been paid the Sum of £. 130 towards defraying the Expence of Under Keepers Salaries, and that Sum is now paid by me in pursuance of a Letter for that Purpose from Your Lordships Secretary, when the same comes in a Course of Payment, and I have Money in my Hands for that Purpose; and I have been informed that Lady Hillsborough is in Possession of a Warrant directing that Sum to be Annually paid out of Wood Sales; but her Ladyship has never thought proper to bring the said Warrant to be entered in my Office.

In pursuance of His Majesty's Royal Sign Manual, your Lordships were pleased to issue a Warrant, dated the 2d of March 1778, for the Fall of 500 Loads of Timber in the said Forest for the Use of the Navy, which, in consequence of Lady Hillsborough's Memorials, now rests suspended; and the last of these Memorials having stated to your Lordships, that that Quantity could not be spared unless a great many very growing Trees were cut, I have, in Person, examined into the State of the Timber in the said Forest, and I find that 500 Loads of Oak Timber may with great Propriety be supplied from the said Forest; and, in order to avoid for the future all Occasions of Difference with the Lieutenants or Keepers of the said Forest, and to prevent like Delays in supplying the Navy with Timber therefrom, it has been agreed (subject to your Lordships Approbation) that for the future the Timber to be cut down in the said Forest be delivered for the Use of the Navy at the same Price that Timber is delivered from the New Forest, and that the Logs, Tops, and Bark, shall be sold by Two Persons, One whereof to be named by me, and the other by the said Lieutenant or Keeper, by Public Auction, to the best Advantage; and that Two Third Parts of the Net Produce thereof be paid to the said Lieutenant or Keeper, and the remaining Third Part to me, for the Use of the Crown, the same being, as nearly as can be computed, the Value of the Bark, so which the said Lieutenant or Keeper has no Right or Claim. This Agreement I humbly submit to your Lordships; and propose, if your Lordships approve thereof, that, agreeable to the Desire of the Navy Board, the said last mentioned Warrant, directing the Fall of 500 Loads, be put in Execution so soon as the Season of the Year shall permit.

All which is humbly submitted,

J. P I T T.

Nov^r 24, 1778.

N^o 16.

N° 16.

Sir,

I Have received your Letter of the 23d Instant, together with the Commissioners Letter of the same Date to Lord Stawell.

With respect to the Agreement between the Surveyor General of His Majesty's Woods and the Lieutenant of Alice Holt and Woolmer Forest, for the Lieutenant to have One Fifth of the Timber Sales in lieu of Top and Lop, I can only say, that about Five and Twenty Years ago I was told by Mr. Holt, who had been Head Keeper in the Holt Forest for upwards of Forty Years, that such an Agreement was made many Years before the late Mr. Legge purchased the Grant of Mr. Mozdant; on whose Information, as well as Mr. Whitley's (the late Deputy Surveyor) and the Entries in Mr. Legge's Books, Lady Hillsborough stated it in her Memorial presented to the Treasury in 1773; but I never saw any Agreement.

I send you herewith exact Copies of the Entries in the late Mr. Legge's Books, by which it appears that he received for Top and Lop, but it does not thereby appear that it was in the Proportion of One Fifth. I have no Doubt of its being so, though I cannot ascertain it, not having the Accounts of the Sales in those Years. I have also added Copies of my own Accoues with Mr. Legge's Executors, Lady Hillsborough, and Lord Stawell.

I cannot conceive why the Surveyor General did not charge at the Rate of One Fifth prior to the Year 1770; but I presume it was then so charged, as the Payment was made in pursuance of an Order of the Treasury Board in consequence of a Memorial presented by Lady Hillsborough about the Year 1769 or 1770. The Sums set forth in that Memorial for the Years 1762, 1764, 1765, and 1766, to be paid by the Surveyor General to the Lieutenant for Top and Lop, were sent to me by Mr. Whitley in a Letter dated 9th February, 1768, from whence I conclude he had paid Mr. Legge in the Proportion of One Fifth.

Lady Hillsborough did not receive, nor has Lord Stawell received, any Thing for the Top and Lop of the Timber felled in 1777; but his Lordship does not relinquish his Claim to it.

William Moore's Illness happening soon after John Faulkner's Death, and there being but little Probability of Moore's living Half so long as he has done, Lord Stawell did not appoint a Successor to Faulkner as he intended, and promised young Moore to succeed his Father as Head Keeper, and to appoint another to Goose Green in the Room of Faulkner; but Moore having continued in much the same infirm State, and being likely to continue so, Lord Stawell has appointed the younger Moore to Goose Green Walk.

Richard Whorard is not an actual Forest Keeper, though he frequently assisted.

			Salutis.	
The present Keepers are,				
W ^m Moore the Elder, Head Keeper of the Holts Forest	—	—	89	7
Henry How, Keeper of Old Close Walk	—	—	20	—
and				
Will ^m Moore the Younger, Keeper of Goose Green Walk	—	—	26	5
Goddard is only Servant or Assistant to Moore the Elder	—	—	} Included in Moore's the Elder.	

I am,

Sir,

Your most obedient humble Servant,

Mareland, 15th Jan^r 1790.

JOHN SAINSBURY.

Mr. W^m Harrison, Secretary to the
Commissioners of the Land Revenue.

The following are copied from the late Mr. Legge's Books, in his own Hand Writing.

		£.	s.	d.
1753.				
March 20	Received from Mr. Phillippon, for Keepers Salaries, and Top and Lop on Timber cut at Holte	—	—	—
		254	14	—
1754.				
Feb. 12	Received from Mr. Phillippon, on Acco ^t of Salaries at Holte	—	—	—
		179	14	—
1755.				
Feb. 12.	Received of Mr. Phillippon	—	—	—
		168	18	—
1756.				
Nov ^r 25	Of Mr. Whatley, for Keepers Salaries 1755	—	—	—
29	To complete the Salaries for the Year 1756, received more of Mr. Whatley	—	—	—
		200	12	—
1758.				
Nov ^r 22.	Received of Mr. Whatley, for One Year's Salary at Holte, and Top and Lop due for 1757	—	—	—
		170	2	—
1759.				
March 20	Received of Mr. Whatley, towards making up the Salaries due to Holte for 1758	—	—	—
		100	—	—
28	Received of Mr. Whatley, to make up the Whole due for Salaries for 1758	—	—	—
		70	10	—
1760.				
July 7	Received of Mr. Whatley, for Keepers Salaries £. 130, and Top and Lop £. 53	—	—	—
	Part of which Draft on me by T. Bonham	—	—	—
	Mr. Pitt's Poundage	—	—	—
		£. 37	6	—
		183	—	—
1761.				
Mar. 17	Received of Mr. Whatley, for Keepers Salaries of last Year, with Top and Lop	—	—	—
		180	6	—

The foregoing are true Copies of the Books and Accounts from which they are mentioned to be taken. Witness my Hand, this 25th January 1790.

JN^o SAINSBURY.

N^o 17.

To the Right honourable the Lords Commissioners of the Treasury.

The MEMORIAL of the Right honourable Lord Stowell, Lieutenant or Keeper of the Forest or Chase of Aiket Holt and Woolmer, in the County of Southampton.

Sheweth,

THAT your Memorialist, on the 15th Day of April 1783, presented a Memorial to the then Lords Commissioners of the Treasury, stating,

That about Five or Six Years before, an Order was issued from the Treasury empowering the Surveyor General of His Majesty's Woods to cut Three hundred Loads of Timber in the said Forest or Chase; under Colour whereof a much greater Quantity was cut, of which about Three hundred and Twenty Loads were sent for the Use of His Majesty's Navy, and about Forty Loads were taken by Mr. Mills, a Contractor, at a very low Price.

That, in the succeeding Year, another Order was issued, to empower the Surveyor General to cut another large Quantity of Timber in the said Forest; but your Memorialist's late Mother, the Countess of Hillsborough, the then Lieutenant or Keeper thereof, presented Two Memorials to the then Lords Commissioners of the Treasury (to which your Memorialist begged their Lordships to refer) in consequence of which the Execution of the last Order was suspended.

That Mr. Robert Briant, the Deputy Woodward of the Forest, attended by Mr. Slade, a Purveyor, and the before-named Mr. Mills, on the 3d and 4th Days of April 1783, went into the Forest; and Mr. Briant, by virtue of an Order supposed to have been then lately obtained from the Treasury, marked Three hundred and Thirty Oak Trees, which, in his Opinion, were sufficient to make up the Quantity of Loads directed by such Order to be cut: But Mr. Mills said

A P P E N D I X, N^o 17. 18.

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he must have more; and with another Hammer, he (Mills) marked about One hundred and Eighty more Oak Trees, which your Memorialist pretended he had no Right to do.

That no Satisfaction was made to your Memorialist's late Mother for her Right in the Trees so formerly cut, nor had any since her Death been made to your Memorialist for the same, neither had any Prosecution been commenced against certain Offenders mentioned in the said Memorial.

That your Memorialist might be considerably injured, if the Three hundred and Thirty Trees, then marked by Mr. Briant, should be cut before the Offenders referred to were tried; and that the Public Revenue would be greatly injured, if the One hundred and Eighty Trees, so marked by Mr. Mills, were permitted to be cut, which your Memorialist was informed would be immediately done, unless the said Order should be countermanded or suspended.

And your Memorialist therefore prayed their Lordships would be pleased immediately to suspend the Execution of the Order, until their Lordships should have fully enquired into the Facts contained in that, as well as in his Mother's Memorials.

Your Memorialist now begs Leave to state to your Lordships, that in consequence of his Memorial, the Lords of the Treasury immediately ordered a Stop to be put to the cutting of the One hundred and Eighty Trees, marked by Mr. Mills; and soon afterwards their Lordships also directed, that the Execution of the Order for the Three hundred Loads should be suspended; but before their Lordships' Directions came to the Knowledge of Mr. Briant, the Deputy Woodward, almost all the Trees marked by him were cut.

That the People of Frensham, under their pretended Right, immediately took away not only the Stackwood, but the Whole of the Tops of the Trees that were cut, except a very small Part thereof, which Mr. Briant secured.

That your Memorialist, a few Days past, was informed by Mr. Briant, the Deputy Woodward, that he had an Order to cut One thousand Loads of Oak Timber in the said Forest, immediately.

That your Memorialist is informed, that the Value of the Tops of the Timber Trees now ordered to be cut, is about Six Shillings a Load; which would produce to your Memorialist about Three hundred Pounds, in case the pretended Right of the People of Frensham was tried and set aside; but if the One thousand Loads are to be immediately cut, the Whole of the Tops will be carried away by the People of Frensham, to the great Loss of your Memorialist.

That no Magistrate will interfere to prevent their taking it away, as they claim it as a Right; and that no pecuniary Satisfaction can be recovered from them, as they are all very poor.

That your Memorialist conceives the Crown ought to try the Validity of the pretended Right of the People of Frensham; nevertheless, if the Crown does not chuse to do it, your Memorialist, rather than suffer what he conceives (during the Continuance of his Grant) to be his absolute Property to be thus taken from him without a legal Decision, offers to try the Right in the Course of this present Year, as he has no other Wish to procrastinate the cutting the Timber, than to assert his Right to the Tops thereof in a legal Manner.

Your Memorialist therefore prays your Lordships will be pleased immediately to suspend the Execution of the Order for cutting the One thousand Loads of Timber, until the pretended Rights of the People of Frensham shall be determined by a Court of Justice.

And your Memorialist shall pray, &c.

January 14th 1754.

N^o 18.

C A S E.

SOME Time ago several Parcels of Timber were cut down in His Majesty's Forest of Holt otherwise Alceholt, in Hants, by Order of His Majesty's Surveyor of the Woods; and the Wood cut therefrom was sold by Order of the Surveyor for His Majesty's Use; but before the same was carried away by the Purchasers, several poor Persons living in the neighbouring Parishes to the Forest pretended to have a Right to the Wood, and took Part of it, and carried it away. Application was made to some Justices of the Peace, in order to have the Offenders punished; but as the Persons claimed and insisted upon their Right to the Wood, the Justices declined acting

acting against them, till the Right was determined; whereupon an Action was brought, in the Name of the Persons who bought the Wood, against one of the Offenders, which was tried last Assizes at Winchester, when a Verdict was given for the Plaintiffs.

Notwithstanding which, upon more Timber being lately cut down, and the Wood cut therefrom sold by the King's Officers, several of these poor People have come again into the Forest, and brought Carts with them, and carried away the Wood, which was sold and corded up.

Q. Whether the Justices of the Peace in the County may and ought not, upon Information made before them, issue their Warrants against these Offenders, and bind them over to the Assizes, or commit them for Want of Sureties, as the Righe has been already tried, and a Verdict obtained, or what other will be the most expeditious Method to punish these People, and put a Stop to their Practices?

I think the Justices of Peace for the County may and ought, on such Information, to issue out their Warrants, and bind them over, or commit them for Want of Sureties.

D. RYDER.

7 June 1742.

N^o 19.

The EXAMINATION of Robert Briant, Deputy to the Surveyor General of the Woods in Aliceholt and Woolmer Forest; taken on Oath, the Thirty-first Day of December 1789.

THIS Examinant has been about Fifteen Years Deputy to the Surveyor General in the Forest of Aliceholt and Woolmer. He was appointed by John Pitt, Esquire, late Surveyor General. His Salary is Thirty Pounds a Year, paid by the Surveyor General; and he has no Fees or other Emoluments whatever. He understand his Duty to be to endeavour to protect the Wood and Timber; to discover Offenders, and to get them punished; to superintend the Felling and Delivery of the Trees for the Navy; and to execute all Warrants from the Treasury for Wood Sales, or any other Purpose, under the Orders of the Surveyor General. That as there are no Verderors or Regarders now in this Forest, he has little Assistance in the Protection of the Forest. When he detects any Offenders, he carries them before a Justice of the Peace, and endeavours to get them punished; and there is a Man now in Prison at his Instance, for an Offence done in the Forest. That when a Warrant is issued for a Fall of Navy Timber, it is sent to him by the Surveyor General: Sometimes a Purveyor of the Navy is sent to assist him in marking the Timber, and sometimes not; and One or more of the Keepers has always attended at his Desire, on marking the Timber; and he has commonly applied to a Justice of the Peace to be present at the marking, but no one ever attended till the marking of the Trees for the Fall of 500 Loads this Year, when, at his Request, Mr. Sewell, of Headley, attended; but no Purveyor was present on that Occasion, though required by the Warrant.

There have been Four Falls of Timber for the Navy since his Appointment (viz.) One of Three hundred Loads in 1777, One of Five hundred Loads in 1783, One of a Thousand Loads in 1784, and One of Five hundred Loads in this present Year 1789. Upon the first Two Falls the Timber for the Navy was squared and conveyed to the Dock Yard by Mr. Myles, a Contractor with the Navy Board. The felling of the Timber was paid for, and the Tops and Cast Timber, and Bark, were sold by this Examinant, and accounted for to the Surveyor General; but the Offal Wood, after being cut for Sale, was stolen by the Country People, and carried off into Abbot's Wood, where Carts and Waggon came and carried it away publicly. The Fall of One thousand Loads was Winter-felled, and upon that Occasion the Navy Board agreed with this Examinant for felling, squaring, and superintending the Delivery of it at the Dock Yard, at Three Shillings and Five Pence per Load, exclusive of the Carriage, which was paid for by the Navy Board. The Tops, Lops, and all the Timber of this Fall, unfit for the Navy, was taken by Lord Stawell; of which this Examinant gave Notice to the Surveyor General, but does not know what was done in Consequence thereof. On the Three Falls above mentioned, the Tops and Parts unfit for the Navy were raised off by this Examinant. On the last Fall Mr. Slade, a Purveyor from Dapiford Yard, attended for that Purpose, and the Timber was bowed, and conveyed to the Dock Yard under his Direction. The Tops and Cast Timber, rejected as unfit for the Navy, were sold by Auction, and the Offal Wood cut for Sale by this Examinant, by Order of the Surveyor General, and Notice given of a Day of Sale; but before that Time arrived the neighbouring Inhabitants came with their Teams, and in One Day and Night carried off the Whole, being Six thousand Three hundred and Sixty-five Faggots. This Examinant detected Two of the Offenders loading a Waggon, and warned them to desist; but they refused, saying they would have some as well as their Neighbours. He afterwards got a Warrant from a Magistrate for apprehending them, and delivered it

to William Hardings, Tyebing Man of Frentham, who has never executed it, though the Examinant has often pressed him to do it, and offered the Assistance of himself, and his Labourers; and nothing has been done in it since, except that he has informed the Surveyor General thereof, who told him that he should lay the Matter before the Attorney General. This Examinant was absent from the Forest on other Business, when the Country People began carrying away the Wood; and when he returned it was almost all carried off. On his speaking of it to the Keepers, and asking whose Teams had been employed in taking it away, they declared they knew nothing of it, and he could get no Information from them against the Offenders: But this Examinant has observed that when any Timber is felled by Lord Stawell's Order, no Attempt is made by the Country People to clear the Offal Wood, and that hardly a Faggot is ever missing. There was a much greater Quantity of Timber growing in the Forest when he first knew it, about Forty Years ago, than there is now: The Trees were not then near so much lopped as they now are; there were a great Number of Bushes, and a great many young Trees nursed up and protected by them. It has been falling off every Year since. There are now few Bushes remaining, and hardly any young Trees are suffered to get up. The Bushes which the Inhabitants used to take for Fuel being gone, they soon lop the Trees, by which many have of late suffered; and they dig up the Roots of the Trees cut, which effectually prevents any young Growth. He believes there have been no Verderors or Regarders chosen for this Forest since he was appointed, and no Courees have been held. A great deal of Timber has been cut for the Use of the Lieutenant, without View or Warrant, under Pretence of Fuel and Repairs; and in One Year a large Opening was made in the Wood, opposite to the Front of the Great Lodge, quite through the Forest, to the North, to give a View of the Country, and the Timber felled to make that Opening was taken by the Lieutenant to his own Use; and this Examinant saw a great Pole of that Timber in the Yard of a Carpenter at Farnham, who then did the Work at the Great Lodge. Of this he also gave Notice at that Time to the Surveyor General, but no Notice was taken of it, that he knows of.

By far the greatest Part of the Timber in this Forest appears to the Examinant to be nearly of the same Age, and of not less than One hundred Years Growth. The chief Part of that Timber is past improving, and a great deal of it is in a decaying State. A great many Trees, he thinks about Twenty thousand, were lately marked by him, by cutting off a Square Piece of the Bark, and marking the Number of the Tree, the Name of the Forest, and the Figure of a Crown on the Timber, with Iron Stamps. This he did in Obedience to Orders, after stating his Objections to the Mode. Another Method of marking was afterwards adopted, by shaving off the Rough Surface only of the Bark, and stamping Marks and Numbers on it with the same Irons. But he admits, that he would prefer the marking with Paint to either of those Methods; being, in his Opinion, safer than the first, and more durable than the last-mentioned. But the Object of marking and registering the Trees in this Forest is defeated by the Steps taken by Lord Stawell, who felled last Year, for his own Use, more than Two hundred Beech Trees for Fuel, and since, more than Fifty Oak Trees, of those which had been marked and registered by the Direction of the Surveyor General, without the View or Assignment of this Examinant, or of any other Person on Behalf of the Crown.

If any Inclosures are to be made in the Forest for the Growth of Timber, he thinks that the Parts to be inclosed should, in the first Place, be almost entirely cleared of the Trees now growing there, leaving only a few, Ten or Twelve, of the young and most thriving on every Acre; he would then recommend ploughing the Ground before sowing the Acorns, and along with the Acorns he would sow Hips, Haws, and Holly Berries, which would grow up and protect the young Oaks. In filling the Trees now growing, he thinks it would be right to fell those fit for the Navy, as well as the rest: There will, in consequence of that, be more Bidders, and the Navy Board may buy such of the Timber as is fit for the Use of the Navy again from the Merchant. He thinks that Two thousand Loads might be sold Annually, without overloading the Demand, or depressing the Price: And, referring to his Survey of the Timber in this Forest, in 1783, he is of Opinion, that the Trees there rated as of a Size fit for the Navy, would probably sell for about Four Pounds Two Shillings and Six Pence per Load; those from Five to Thirty Feet Meetings at Two Pounds and Ten Shillings per Load; the Spruces and Saplings at about One Pound and Ten Shillings per Load; and the scrubbed and doted Trees also at about One Pound and Ten Shillings per Load. The Beech he thinks worth about One Pound and Five Shillings per Load; the Ash, One Pound and Ten Shillings; the Elm, Two Pounds One Shilling and Four Pence; and the Fir, about One Pound and Five Shillings per Load, all Girt Measure: But he thinks, that owing to the Falls made since 1783, for the Navy, being Fifteen hundred Loads, Girt Measure, and at least Three hundred Loads for Lord Stawell, the Damage done to the Forest by lopping, and the little Improvement which the growing Trees have made, the Quantity first mentioned, as of a Size for the Navy, is considerably decreased, and that there is now, of Trees of that Size, about Eleven hundred Loads less than the Quantity stated in that Survey. He thinks the Soil of the uninclosed Part of Alchurcholt, if the Trees were removed, would be worth about Ten Shillings per Acre; the Inclosures near the Great Lodge worth about Fifteen Shillings per Acre, besides the Gardens; the Inclosures of Old Clove Lodge, about Fifteen Shillings also per Acre; those at Goose Green Lodge worth Thirty Shillings per Acre. The Soil in the Part of the Forest called Woolmer, he thinks worth Four Shillings per Acre; and he thinks that a considerable Part, perhaps a Thousand Acres, of Woolmer, would produce good Oak Timber, as he observes that there is Oak Timber growing on the Estates round it, on Soils which appear to be of the same Nature; and that the Soil of Oak Hill, and of the Land about Linchborough

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Lodge,

Lodge, in Woolmer Forest, where there is some good Oak Timber now growing, appears in be very poor Land on the Surface, from which he concludes, that there must be a better Soil below it to nourish the Oaks. And he thinks that the greatest Part of the rest of Woolmer, except the Bogs or Mosses, would produce good Firs. The inclosed Land at Bourn Lodge he thinks worth about Seven Shillings per Acre; but he is not so well acquainted with the Nature of the Soil at Linchborough Lodge as to be able to set a Value upon it. He thinks the new Inclosures should be fenced with a good Bank, and a Post and Rail, which might be done at little Expence, from the Refuse of the Timber. The medium Distance from Alice Holt to Godalming, where the Timber is shipped, is about Ten Miles; and from Woolmer to Godalming, about Eleven Miles. The Expence of Land Carriage from Alice Holt is at present Thirteen Shillings per Load: But a Canal is now cutting from Basingstoke to the River Wye, which may, perhaps, come within a less Distance of the Forest than Ten Miles.

(Signed) ROBT BRIANT.

N^o 20.

The EXAMINATION of John Adams, of Headley, in the County of Southampton, heretofore One of the Keepers of Woolmer Forest; taken an Oath, this Seventh Day of January 1790.

THIS Examinant saith, That he is now of the Age of 76 Years or thereabouts, was born at Linchborough Lodge, in Woolmer Forest, his Father who was also born there, being then Keeper of Linchborough Walk, as his Grandfather and Great Grandfather also were. That upon his Father's Death, about 46 Years ago, he was appointed Keeper of the said Walk, by the Honourable Ruperta How, then Ranger of the said Forest, but was removed about Five or Six Years afterwards by Mordaunt, Esquire, then Ranger: That he was afterwards appointed Keeper of Borden Lodge in Woolmer Forest, by Henry Legge, Esquire, who succeeded Mr. Mordaunt as Ranger, and continued Keeper of that Lodge about Four Years, when he was again removed, at the Instance, as he believes, of one Henry Houlit, then Head Keeper and Steward to Mr. Legge, to make Room for his Son-in-Law Henry White, the present Keeper there. That himself and his Father were allowed by Lady How, a Salary of £. 30 a Year, and they had the Occupation of the Lodge and inclosed Laods about it, then worth about Five or Six Pounds a Year, and now in his Opinion worth about £. 20 a Year, having been improved by his Father and himself; that they received Fees for such Deer as were then killed in Woolmer Forest, which were about a Brace or a Brace and a Half of Stags, One Year with another; they also received One Shilling a Thousand for Peat, besides Eighteen Pence a Load for cutting; and Eighteen Pence a Thousand for Turves, and Eighteen Pence for cutting; and Five Shillings a Kile (containing about Five or Six Loads) for Heath, or One Shilling per Load by the single Load: That the said Salary of £. 30 a Year was first discontinued by Mr. Mordaunt, who allowed the Keepers of Woolmer only what they could make out of the Forest, by the Sale of Peat, Turf, and Heath; but no Persons living out of the Perambulation of the Forest were allowed to purchase any Peat, Turf, or Heath, the Regarders not suffering the Keepers to dispose of any, except to those who had Right of Common. That at the Time this Examinant was appointed Keeper, there were about 50 Head of Red Deer, and no Fallow Deer in Woolmer; that between the Time of his Removal from Linchborough Lodge, and Appointment to Borden Lodge, the King's Hounds were brought into the Forest to hunt the Red Deer, and such as were caught alive were carried to Windsor, many were driven out into the Country and destroyed, and the Remainder of the Stock, being about Two or Three Brace, were given by Mr. Legge to Bonham, Esquire, of Petersfield.

That this Examinant has heard his Father say, that in his Time a Swaimote Court was held Once a Year for the said Forest, and other Courts more frequently, and that there were Verderers and Regarders regularly chosen; and this Examinant himself remembers at one Time Four Regarders, namely, Mr. Jeffery of Boobam, near Binsted, and his Brother, Mr. Jeffery of Iffington Mill, Mr. Lee of Headley Wood, and Mr. Edwaker of Netham, all of whom used to attend with the Keepers when any Timber was assigned to be cut for Repairs, or Wood for Fuel; and this Examinant has often been with them on such Occasions. That the Quantity of Fir Wood then allowed was, as he believes, 20 Cords Yearly for the Great Lodge, and 10 Cords for each of the other Lodges; and that when any Repairs were to be done, a Survey was first made by the King's Officers, to know what Quantity was wanted, before the Timber was assigned.

That he has often heard his Father say that the Commoners used to give an Account to the Keepers of the Cattle they turned into the Forest; and that each Man's Cattle used to be marked with an Ear Mark, and the Whole with a general Brand Mark, called the Forest Brand, to distinguish

tinguish them from the Cattle of Strangers; and that the Forest used to be driven at that Time, to clear it of Cattle during the Fence Month; and he has in his Possession a Paper, dated the 2d June 1727, being a Notice from George Vernon, Senior, Esquire, and Charles Vernon, Knt. appointing Monday the 5th of the same Month to drive the Forest, and requiring the Regarders, Keepers, Reeves, and other Officers of the said Forest, to give their Assisance therein; which Paper came to this Examinant among various other Papers belonging to his Father (then Keeper as aforesaid) which Paper is produced by him at the Time of his Examination, and left with the Commissioners of the Land Revenue.

That this Examinant also remembers the Forest being driven in the Fence Month Once while he was Keeper, at which Time all the Cattle were impounded in the Forest Pound in Woolmer. That one Counsellor Guidot, who, as he believes, was then Steward of the Forest Courts, attended at the said driving, together with an Attorney from Alton, to fear the Claimants to their own Cattle; and that such Cattle as belonged to Commoners were let out of the Pound, on paying 4*s*. a Head, called a Fee for the Pound Lock; and such Owners as had not Right of Common in the Forest were fined, some 5*s*. and some 2*s*. 6*d*. a Head each for their Cattle then found trespassing in the Forest; but some refused to pay any Thing, or to redeem their Cattle, and suffered them to remain in the Pound until they broke out, or were let out, without any Thing being paid for them; and the Forest has not been driven, as he believes, for Horned Cattle since that Time, but Sheep have been pounded many Times since.

That the Owners of several Estates near the Forest used formerly to pay Rents, in Money and in Corn, to the Ranger of the Forest. He cannot specify the particular Estates, or the Quantities of Corn; but he has in his Possession a Receipt, signed W^m Legge, dated 7th Nov^r 1675, for 12 Bushels of Oats, expressed to be for Six Years, at Two Bushels a Year, payable by his Grandfather John Adams, then Keeper of Linchborough Walk, for Land in Kingsley, then belonging to him. That he remembers, when a Boy, his Father collecting several Bushels of Rent Oats, and carrying them to the Great Lodge, but that no such Corn Rents have been paid, as he believes, for many Years past.

That this Examinant well remembers when the Quantity of Bushes, Underwood, and Fern, was so great in almost every Part of the Holt, that it was impossible to ride through them. That he has often assisted the Keepers of the Holt in looking for out-lying Deer which they wanted to kill, and which Deer, after being driven back to the Holt, have lain concealed in the thick Covers there; and that this Examinant has sometimes sought for them, and beat the Covers Four or Five Days together before they could be found. That the Bushes in general were very high and strong; and he remembers that, when one Thomas Grover was once employed by his Father to cut a Load of Bushes to repair the Fences of the Ground about Linchborough Lodge, the said Grover cut off a Cord of Wood from the Bottoms of the Bushes for his own Use; and that what remained afterwards was as long as the whole Length of the Waggon. That there were at that Time a great many young Trees nursed up and protected by the Bushes and Underwood; and that very few Bushes were then cut in the Straytes, and none whatever in the Holt, without Leave of the Keepers; and he has heard, that the People used to pay the Keepers One Shilling a Load, until a Dispute happened between One of the Keeper's of the Holt and one Mr. Hammond of Kingsley, who, as he has heard, refused to pay the Keeper's Demand of One Shilling a Load for Bushes cut in the Straytes; which Dispute was followed by a Trial at Law, in which Mr. Hammond prevailed against the Keeper. That he well remembers hearing of the said Trial while he lived at Linchborough Lodge, but cannot tell exactly how many Years ago. That after the said Trial, the Bushes in the Straytes were cut more frequently, and in greater Quantities than before; and at length came to be cut by all the Country People thereabouts, without any Interruption from the Keepers, and without paying any thing for the same; but no Bushes were cut in the Holt until those in the Straytes were almost all destroyed, when the Bushes in the Holt were suffered to be cut in like Manner, in consequence of which there are now so few Bushes, and what remain stand so thin, that they do not afford the least Shelter or Protection to the young Shoots, nor have done for many Years past, and there is now little or no young Timber growing there.

That there are Three Tracts of Waste Ground lying on the Borders of Woolmer, adjoining to the Manors of Mill Land, Southay, and Oakhanger, otherwise Chapel Manor, and claimed as belonging to those Manors.

As to the First, this Examinant says, that the Bounds of the Forest next Mill Land Manor were always reputed to be as they are described in the old Perambulation of the Forest, made in the Year 1635; viz. from the Highway leading to Medhurst along by the Fen Path to Old Thorn, and so to Quarford. That the Bounds were trodden publicly, according to the said Perambulation, by this Examinant as Keeper, and by many of the neighbouring Inhabitants, by Order of Mr. Legge, then Ranger, after a Week's previous Notice given to Sir Thomas Ridge, then Lord of the said Manor. That this Examinant during all the Time that he was Keeper there, and his Father also, as he well remembers, cut Turf and Heath on the Land so claimed for the Use of the Commoners, and dug Stones there, and sold the same to various Persons, particularly some to Sir Thomas Ridge, then Lord of Mill Land Manor, and to Mr. Jolliffe of Petersfield, and was paid for them at the same Rates as for Turf and Stones in other Parts of the Forest. That several

several Years after the Death of Mr. Legge, and after this Examinant was removed from the Office of Keeper, Mr. Richardson, then Lord of Mill Land Manor, cut the greatest Part of the Timber growing on that Land, and sold the same, and since that Time the Lords of Mill Land Manor have claimed an exclusive Right to that Land, and the Keeper from that Time ceased to cut Turf or dig Stones there, as before.

As to the Waste Land claimed as lying within Southay Manor, this Examinant says, That when he was first appointed Keeper, and long before, one Mr. Hervey was Lord of that Manor; that Mr. Legge purchased the same some Years before his Death; and that Lord Stawell is the present Lord of that Manor. That this Examinant's Father, as Keeper of Linchborough Walk, as far back as this Examinant can remember, and himself also during all the Time that he was Keeper, always cut Peat and Turf on that Land for the Use of the Commoners at the usual Prices, quite up to the Hedge of Blackmore Estate, which Hedge is the Boundary of that Part of the Forest, and that no Person ever interrupted them, or ever attempted to take any without paying the Keepers for the same, during the Life Time of Mr. Hervey or Mr. Legge, the former Lords, nor until after the Death of Mr. George Wakeford, late Owner of Blackmoor Estate, near 20 Years ago, when Mr. W^m Wakeford, the present Possessor of Blackmoor, and other Owners and Tenants of Estates within Southay Manor, took upon themselves to cut Peat and Turf there without paying for the same, and to prevent the Keeper from so doing; and upon treading the Bounds of Southay Manor have included that Part of the Forest as within the said Manor, to the Amount of about 160 Acres, without any Interruption from the Keeper.

As to the Part of the Forest claimed as belonging to Oakhanger or Chapel Manor, containing about Two hundred Acres, this Examinant says, That the true Boundary between the said Manor and the Forest is a small Stream of Water rising near the Corner of some new inclosed Lands belonging to Thomas Butler, Esquire, in Temple Manor, and running down through the Peat Moor there into a Pond called Bins Pond, and through the Middle of that Pond, in which, as this Examinant well remembers, there were formerly Two Sluices, one of which, with One Half of the Pond, belonged to the Forest, and the other to the said Manor; and this Examinant remembers when he was a Boy going the Bounds of the said Manor, according to the Course above described, with the Steward and Tenants of . . . Wilcox, Esquire, then Lord of that Manor, and Doctor Holmes, then Rector of Headley, who, it was reported, was about purchasing the said Manor, or taking a Mortgage thereof. That when this Examinant was Keeper of Borden Lodge he used to cut Peat on that Land, and dispose of the same to the Commoners at the usual Prices, until the Tenants of the said Manor claimed a Right to cut Peat there without paying for it, and prevented this Examinant from cutting any more there. That this Examinant remembers hearing Mr. Legge say (when the Inhabitants of Kingsley complained to him of being prevented by his Tenants in Oakhanger from having Peat from that Common where they had usually been supplied) that he had examined his Writings, and did not find that it belonged to his Manor. That for several Years past the Tenants of Oakhanger or Chapel Manor have discontinued cutting Peat on that Moor, and none is now cut there, except for the Use of Lord Stawell's Hot House at the Great Lodge. But the Keeper of Borden Lodge cuts Turf there for Sale as in other Parts of his Walk, as this Examinant used to do when he was first appointed Keeper of that Walk.

That there is another Piece of Waste Land, Part of the Forest, containing about 30 Acres, near a Place called Rackwell, adjoining to the Manor of Lyffe, and now claimed by the Lord of that Manor. That this Examinant and his Father, while Keepers, used to cut Turf on that Land for Sale, without Interruption from any Person, and he never heard of its being claimed as belonging to Lyffe Manor until after the Death of Charles Cole, Esquire, late Lord of that Manor, about Seven or Eight Years ago, when the Tenants of Lyffe going their Bounds included that Piece of Land within their Circuit, as belonging to Lyffe Manor.

That this Examinant well knows the Wood called Binfwood, in the Parish of Wordleham, within the Perambulation of the Forest, and remembers going with his Father, and afterwards when himself was Keeper, during the Fence Month, to look after the Hinds, which used frequently to Calve there, the Wood being then very full of Timber and strong Underwood, affording Shelter and Protection to the Deer and their Young. That at that Time the Wood lay open for the Deer, and for all Cattle commoning on the Forest, to depasture there, and so continued during all his Remembrance, until about Twenty Years ago, when Sir Simeon Stuart ordered Gates to be set up in the Lanes leading into Bins Wood from Short Heath Common on the East Side, and from Green Street on the North Side, and excluded the Forest Cattle and all others, except those belonging to the Inhabitants of Wordleham Parish. That Sir Simeon Stuart's Estate there has lately been sold, and that this Examinant has heard that Lord Stawell is the Purchaser thereof.

(Signed) JOHN ADAMS.

N^o 21.

The ANSWER of Henry Lord Stawell, Lieutenant or Keeper of the Forest of Alicholt and Woolmer, to the Precept of the Commissioners of the Land Revenue.

I HOLD the Office of Lieutenant or Keeper by Lease from the Crown, for the Remainder of a Term of Thirty-one Years. I receive a Rent of £. 31. 2s. 11d. issuing out of the Mannors of East and West Wordleham in Hants, and £. 60 for the Rent of Old Clofe Lodge without Account, and no other Rent. I appoint Five Keepers in Alicholt and Woolmer, and pay all Wages and Salaries to the Keepers, and for punishing Offenders, and all Expenses of repairing the Lodges. No Salary is granted by the Lease, but £. 130 a Year by the King's Warrant, paid by the Surveyor of His Majesty's Woods. The casual Fees or Emoluments of my Office are Windfalls, Dead Wood, Fire Boot, Lop and Top, Liberty of Fishing, and Property of the Fish; the Average Yearly Value of which has been about Ninety or a Hundred Pounds a Year, exclusive of the Lop and Top, which I have had but once, and then a great Part of it was taken away by the People of the adjoining Parishes as a pretended Right. The Messuages and Lands in my Possession are the Great Lodge House and Land, within the Pale or Rail, containing about 142 Acres, occupied by myself, now of the Yearly Value of £. 100; but about 110 Acres Part of it, were only Heath, till divided and improved by my late Father: Goose Green Lodge House, occupied by Keepers, and the Land within the Pale or Rail, containing about 43 Acres, occupied by myself, of the Yearly Value of £. 50: Old Clofe Lodge House, re-built at my own Expence, and the Land within the Pale or Rail, containing about 95 Acres, in the Occupation of the Widow of the late Thomas Bennett, at the Yearly Rent of £. 60. No regular Quantity of Timber is cut in the Forest for the Navy or for Wood Sales, but from about 100 to 140 Cords of Beech Wood for Fuel for the Great Lodge, about 16 Cords for Goose Green Lodge, and about 16 Cords for Old Clofe Lodge, and a small Quantity of Oak Timber for Cart Boot; of which, and of Timber for Repairs, the Ranger takes what he wants at his own Discretion. No Venison Warrants are served, because there were scarce any Deer in the Forest when my Father purchased it. He bought a great many Head of Deer, and stocked it. The Number killed, on an Average of the last Ten Years, is Nine Brace of Bucks, and Five Brace and a Half of Does. No Hay or Corn is purchased for the Deer. Several small Encroachments have been made, and much Spoil by the People adjoining, Notice of some of which has been sent to the Surveyor General's Deputies.

No Verderers, Regarders, or Steward, have been appointed, or Courts held for this Forest, in my Memory. No Court Rolls, or Records of Proceedings of Courts held for the Forest at any Time past, are in my Custody. The People of particular Parishes claim, and, I believe, have a Right of cutting Bushes in the Forest. The Parishes or Places which have Rights of Common are Bramshot, Liss, Greatham, Part of Selborne, Part of Headley, Dockenhfield, Binsted, and Kingsley in Hants. There are no Fences against Farrowham Common, so that the Commons are intermixed. All Kinds of Cattle are admitted but Sheep; at all Times there is a Howherd, but not Sworn. Pigs found not ringed are pounded. The Forest has never been cleared of Cattle in the Fence Month or Winter Haining, or driven, in my Memory. The Deer and Commonable Cattle depasture on the Commons of Dockenhfield and Farnham Manors, adjoining the Holt Forest, and on the Commons of Palsfield, Stanford, Mill Land, Oakhanger, Blackmoore, Broxhead, Linford Chase, Mill Chase, Priors Luce, Greatham, and Kingsley, adjoining to Woolmer. The Deer do not depasture on the inclosed Lands within the Perambulation. There are no Pastures belonging to the Forest. None of the Crown Lands in the Forest are extraparcial. The Lodges in the Holt pay Land Tax and all Parochial Dues to Binsted Parish, but those in Woolmer pay no Taxes. The Forest not being driven, it is probable that Cattle belonging to Persons not having Right of Common depasture in the Forest. No Payments are made to me, or the Keepers in the Holt, for feeding of Cattle or Swine, or cutting Peat or Turf in the Forest, but Payments are made to the Keepers of Woolmer, of which Accounts are sent herewith. There have not been any Lands inclosed from the Forest, for the Use of the Lieutenant or Keepers, since the Appointment of any of the present Keepers; nor any Licences granted for inclosing Waste Lands belonging to the Forest; nor any Fines, Rents, or other Payments received for any such Inclosures, within Ten Years last past. I keep no Cattle in the Forest in Right of my Office, but I occasionally do turn out Cattle in Right of Freehold Lands in my own Occupation, which have a Right of Common. The Keepers in the Holt do not turn out any. The Keepers in Woolmer have Horses and Cows that they keep in the inclosed Lands, and occasionally in the Forest. Annett has, on an Average, Two Mares, and Two Colts; and White, Four Cows, Three Horses, and Four Colts.

STAWELL.

Jas^r 7, 1790.

The Accounts transmitted with and referred to in Lord Stawell's Answer
aforegoing.

N^o 22.

The ACCOUNT of Henry White, Keeper of Bordon Lodge in Woolmer Forest, of the
Payments made to him by Commoners and others, for feeding of Cattle, cutting Peat and
Turf, and other Purposes in the said Forest.

1782.			1786.				
	£.	s. d.		£.	s. d.		
Peat, 325 Loads	—	—	16 5 —	Peat, 367 Loads	—	—	18 7 —
Turf, 340 Thousand	—	—	17 — —	Turf, 431 Thousand	—	—	21 11 —
Heath, 8 Kilns	—	—	2 — —	Heath, 12 Kilns	—	—	3 — —
Fern	—	—	10 — —	Fern	—	—	10 — —
			35 15 —				42 8 —
1783.			1787.				
Peat, 438 Loads	—	—	21 18 —	Peat, 410 Loads	—	—	20 10 —
Turf, 302 Thousand	—	—	15 2 —	Turf, 455 Thousand	—	—	22 15 —
Heath, 19 Kilns	—	—	4 15 —	Heath, 18 Kilns	—	—	4 10 —
Fern	—	—	10 — —	Fern	—	—	10 — —
			42 5 —				48 5 —
1784.			1788.				
Peat, 330 Loads	—	—	16 10 —	Peat, 423 Loads	—	—	21 3 —
Turf, 380 Thousand	—	—	19 — —	Turf, 451 Thousand	—	—	22 11 —
Heath, 11 Kilns	—	—	2 15 —	Heath, 9 Kilns	—	—	2 5 —
Fern	—	—	10 — —	Fern	—	—	10 — —
			38 15 —				46 9 —
1785.			1789.				
Peat, 393 Loads	—	—	19 13 —	Peat, 356 Loads	—	—	17 16 —
Turf, 455 Thousand	—	—	22 15 —	Turf, 385 Thousand	—	—	19 5 —
Heath, 10 Kilns	—	—	2 10 —	Heath, 13 Kilns	—	—	3 5 —
Fern	—	—	10 — —	Fern	—	—	10 — —
			45 3 —				40 16 —

1782	—	—	£. 35 15 —
3	—	—	42 5 —
4	—	—	36 15 —
5	—	—	45 8 —
6	—	—	41 8 —
7	—	—	48 5 —
8	—	—	46 9 —
9	—	—	40 16 —

8) 341 1 —

			42 12 7½
Horn Silver, on an Average	—	—	7 —
Yearly Average	—	—	£. 42 19 7½

I deliver this as a just and true Account,

January 6, 1790.

HENRY WHITE.

N^o 23.

N^o 23.

The ACCOUNT of Daniel Annett, Keeper of Linchborough Lodge, in Woolmer Forest, of the Payments made to his late Father, who died in March last, and to himself since, by Commoners and others, for feeding of Cattle, cutting Peat and Turf, and other Purposes, in the said Forest.

1786.				1788.			
		£.	s. d.			£.	s. d.
Peat, 628½ Loads	—	—	31 8 6	Peat, 942 Loads	—	—	47 2 —
Turf, 561½ Thouſ ^d	—	—	42 2 3	Turf, 484½ Thouſ ^d	—	—	36 6 9
Heath, 2 Kilns	—	—	10 —	Heath, 3 Kilns	—	—	2 —
Fern	—	—	10 6	Fern	—	—	10 6
Stones	—	—	—	Stones, 60 Loads	—	—	1 10 —
			<u>74 11 3</u>				<u>87 9 3</u>
1787.				1789.			
		£.	s. d.			£.	s. d.
Peat, 622 Loads	—	—	31 2 —	Peat, 556½ Loads	—	—	27 15 9
Turf, 489½ Thouſ ^d	—	—	36 14 3	Turf, 414 Thouſ ^d	—	—	31 1 —
Heath, 1 Kiln	—	—	5 —	Heath, 10 Kilns	—	—	2 10 —
Fern	—	—	10 6	Fern	—	—	10 6
Stones, 8 Loads	—	—	4 —	Stones	—	—	—
			<u>68 15 9</u>				<u>61 18 3</u>
1786	—	—	£. 74 11 3				
7	—	—	68 15 9				
8	—	—	87 9 3				
9	—	—	61 18 3				
			<u>4)292 14 6</u>				
			73 3 7½				
Horn Silver, on an Average	—	—	— 11 —				
Yearly Average	—	—	£. 73 14 7½				

I deliver this as a just and true Account; and do certify, that I cannot find any Accounts prior to 1786.

January 6, 1790.

DANIEL ANNETT.

N^o 24.

ACCOUNT of the Quantity of Timber taken for the Use of the late Countess, of Stair, borough and Lord Stawell, under the Denomination of Houfe Bosc, or Timber for Repairs, in the Forest of Alice Holt and Woolmer, in the following Years, being the Time his Lordship has resided in the Forest.

								Loads.
1778	Allowing 2 Loads and $\frac{1}{2}$ of Timber to produce a Load of							42
	Bark	—	—	—	—	—	—	
1779	Allowing as above	—	—	—	—	—	—	85
1780	D ^r	—	—	—	—	—	—	99
1781	D ^r	—	—	—	—	—	—	65
1782	D ^r	—	—	—	—	—	—	70
1783	D ^r	—	—	—	—	—	—	39
1784	D ^r	—	—	—	—	—	—	42
1785	D ^r	—	—	—	—	—	—	99
1786	D ^r	—	—	—	—	—	—	40
1787	D ^r	—	—	—	—	—	—	69
1788	D ^r	—	—	—	—	—	—	101
Cut in the Rind during the above Years by Supposition, no Account being taken thereof								90
								Loads —
								841

S T A W E L L.

Jan^y 30th 1790.

ACCOUNT of Sums received or allowed by the late Countess of Hillsborough and Lord Stawell, by Sale, or Exchange of Timber in the Forest of Alice Holt and Woolmer, towards defraying the Expences in Repairs in the said Forest.

A B S T R A C T.

	£.	s.	d.
1778	11	16	6
1779	34	18	7
1780	67	8	10
1781	26	10	8
1782	90	6	3
1783	8	4	5
1784	17	2	7
1785	41	4	7
1786	43	13	3½
1787	21	13	—
1788	67	18	9
	£.	430	16 5½

M
26.

ACCOUNT of Sums expended by the late Countess of Hillsborough and Lord Stawell, in Repairs or Buildings in the Forest of Alice Holt and Woolmer.

A B S T R A C T.

	£.	s.	d.
1778	404	17	6
1779	600	5	—
1780	445	19	6
1781	580	8	—
1782	916	19	—
1783	415	9	1
1784	709	18	8
1785	840	—	7
1786	399	10	10½
1787	411	10	7
1788	729	3	6
	£.	6,454	3 2½
Several Articles in some of the foregoing Bills of the Carpenter, Glazier, and Black-finish, being for Matters not to be considered as Repairs or Buildings, which cannot be separated without great Difficulty, it is thought proper to make an ample Allowance, by stating them at —	£.	s.	d.
	550	—	—
And to add, as the supposed Value of the Carriage of Materials done by Lord Stawell's own Team —	200	—	—
	£.	6,104	3 2½
Deduct the Amount of the Receipts —	£.	430	16 5½
Balance, being Disbursements more than Receipts	£.	5,673	6 9

S T A W E L L.
Jan^y 30th 1790.

Woods, Forests, and Land Revenues of The Crown.
A P P E N D I X, N^o 25.

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N^o 26.

The EXAMINATION of William Moore, Keeper of Alice Holt Forest, taken on Oath, the First Day of February 1790.

THIS Examinant has been employed in Alice Holt Forest about 31 Years. He was first appointed Servant to Mr. Carter, the late Keeper, and so continued about Eighteen Years; at the End of which Time he was appointed Head Keeper by Lady Hillsborough. He has never been sworn as a Forest Keeper, but considers himself as a Servant to Lord Stawell, during his Pleasure. His Yearly Salary is Eighty-nine Pounds Seven Shillings per Annum, paid by Lord Stawell. He occupies a small Lodge and Garden near the Great Lodge, and is allowed Fuel from the Fire Wood cut for the Use of the Great Lodge. He occupies no Land whatever within the Forest, besides his Garden, nor keeps any Cattle there. He has no certain Fees or Perquisites, but some casual Fees arising from Venison given away by Lord Stawell, and the Shoulders and Skins of the Deer, amounting, One Year with another, to about Twenty-seven Pounds Six Shillings. The customary Fees are One Guinea for a Buck, and Half a Guinea for a Doe, but he does not always receive them. He has some Profit from the Sale of Browie Wood cut for the Deer, which is, One Year with another, about Six Cords, worth about Eight Shillings per Cord, above the Expence of cutting. And he says, that the Three Under Keepers of Alice Holt had formerly One Oak Tree assigned to each of them, by the Surveyor General's Deputy, which Trees they commonly sold for their own Use, and frequently to the Deputy Surveyor. He remembers One Tree assigned to the Keepers by Mr. Whately, late Deputy Surveyor, the Timber of which sold for Eighteen Pounds, but the Average Yearly Value was about Six or Seven Pounds to each Keeper. This Allowance was discontinued about Nine or Ten Years since, by the Order (as Mr. Briant, the present Deputy Surveyor, informs him) of John Pitt, Esq; late Surveyor General. His Disbursements are, for the Wages and Board of One Man Servant, Twenty-four Pounds a Year, and he keeps One Horse (on Land rented by him out of the Forest) and about Two Couple of Hounds at his own Expence, which together cost him on an Average about Twenty-four Pounds a Year. In regard to the Stock of Deer in the Forest, he has heard, that when the late Mr. Legge first became Lieutenant, there were not more than Seven or Eight Do or there in the Whole, and that he bought a great many Deer, and increased the Stock so much, that there were at One Time near Fifteen hundred Head. The Number of Deer has been as low as about Three hundred since this Examinant has been in the Forest, but is now about Eight hundred in the Whole. The Number killed Yearly, on an Average of the last Ten Years, is about Nine Brace of warrantable Bucks, and Five Brace and an Half of warrantable Does, besides about Two Brace and an Half of thin Bucks, and Seven Brace and an Half of thin Does, which are cut into Quarters, and given to the neighbouring Farmers. The Whole are killed by this Examinant and his Servants, and are disposed of entirely according to Lord Stawell's Orders. None are supplied for the Use of His Majesty, nor any Venison Warrants now served. The Chief Justice in Eyre, and occasionally his Secretary, and the Surveyor General of the Woods, had formerly One Fee Buck, and One Fee Doe, each from this Forest; which Allowance was discontinued some Years since, by Order of Lady Hillsborough, but the last Season this Examinant was ordered by Lord Stawell to execute the Warrant for Lord Sydney, the present Chief Justice in Eyre; which was done accordingly. No Hay or Corn is purchased for the Deer, but in severe Seasons some Ash and Holly, and sometimes Maple, are cut for Browie for the Deer, and the Wood after browsing is cut up for Fuel, and sold for the Benefit of the Keeper, as before mentioned. There have not been any Courts held, or Verdicts or Regarders chosen for this Forest, since he has known it. No Inclosures have been made there for raising Timber, nor has he ever heard that there were any. Believes that the Timber now growing there must have been raised by Means of the Buthes and Underwood, of which there were considerable Quantities when he first came into the Forest; But the Inhabitants round the Forest claim a Right to cut Buthes, and have of late Years cut so many, that there are now hardly any remaining; and he thinks that if that Practice is not stopped, no more young Timber can ever come up in the Forest. He does not know what Quantity of Timber or Wood is cut for Lord Stawell's Use for Repairs, that Business being managed by James Burt, Lord Stawell's Woodman, but he believes about One hundred Cords of Beechwood are cut Yearly for his Lordship's Fuel; but says, that none is claimed by or allowed to any of the Inhabitants round or near the Forest. The Parishes which, he believes, have Rights of Common on the Forest, are Binfield and Kingdley; The Inhabitants of Dockenfield, in the Parish of Fresham, and of Wrecclesham, in the Parish of Farnham, also claim a Right to Intercommon on the Forest, and turn in their Cattle; but whether they have a Right to do so or not, he does not know. All Kinds of Cattle are turned into the Forest except Sheep, and in such Numbers as the Owners chuse to send. They are usually turned into the Forest in the Spring, as soon as there is Food for them, and taken out when the Owners think fit. The Forest is not regularly cleared during the Fence Month or Winter Haining; but when this Examinant was Herdsman of the Forest, about Twenty Years ago, he used to fix a Notice on the Church Doors of Binsted, Kingdley, and Fresham, that no Malt Cows or Working Horses were to be turned into the Forest in the Fence Month, or suffered to stray from the Highways in passing through it, the Form of which Notice was given to him by the preceding Herdsman, who had usually done the same; but that this Prohibition was not strictly enforced. Says, that the Forest is frequently driven in Pannage Time to see that the Hogs are duly ringed, and

and if any are found unringed the Howherd rings them, and takes Four Pence each from the Owners for all that are unringed. Sheep are also impounded when any are found in the Forest, which seldom happens, and a Penalty of Four Pence a Head imposed on the Owners, which is received by the Howherd for his own Use. He does not remember the Forest being driven for Horned Cattle, but about Fifteen Years ago the People of Binfield and the Keepers drove the Forest out Horses, and that Two Persons who had not a Right of Common were fined for having Horses there, One of whom was an Inhabitant of Binfield, but did not occupy any Land there: Blackneft Lane was used as the Pound on that Occasion. No Methods are now used to prevent surcharging the Forest, or to ascertain whether the Cattle turned into it belong to Commoners, or not. He believes that People who have no Right of Common, and live in other Parishes, frequently rent small Quantities of Land in Binfield Parish, and under Colour of that Right send Cattle from their other Farms to depasture in the Forest. The Deer and Commonable Cattle range over all the uninclosed Lands within the Perambulation of the Forest, whether the Soil belongs to the King or not, and the Deer sometimes get into the inclosed Lands within the Perambulation; but he believes they have not a Right to feed there, and the Keepers endeavour to prevent it. There are not, to his Knowledge, any Rents or Payments in Money, Corn, or otherwise, paid to the Lieutenant or Keepers, for the feeding of Cattle or Swine in the Forest, nor any Cattle kept in the Forest for their Benefit, except of late Years Five or Six Cows for Lord Scawell, who occupies Estates near the Forest which have Right of Common on it, and except that the Tenant of Old Clofe Lodge, who rents other Lands having Right of Common, turns Cattle into the Forest in consequence of that Right. No Lands have been inclosed from the Forest for the Benefit of the Lieutenant or Keepers since he has known it, nor any Licences or Permissions given by them, that he has heard of, to inclose Lands there, or Fines or Rents paid to them for Encroachments on the Forest; and as to such Encroachments as have been made there since he has known the Forest, he has given the best Account he can of them in a Paper signed by him, and hereto annexed.

(Signed) WILLIAM MOORE.

ACCOUNT of Encroachments on the Forest of Alceholt, referred to in the Examination of William Moore, Head Keeper of the said Forest; taken on Oath, the First Day of February 1750.

John Falkner, at Holt Pound	—	About a Quarter of an Acre in Two Plots, One in his Garden, the other in a Field near it, next the Bounds of the County of Surrey, taken in about Seven or Eight Years.
Thomas Truster, Ditto	—	About Twenty Rods, inclosed about Three Years.
John Phillips, Ditto	—	About a Quarter of an Acre in Two Pieces, inclosed about Seven or Eight Years.
John Craft, Ditto	—	A small Piece between the Two last-mentioned, taken in before William Moore was Keeper, and about Two Rods more Three or Four Years ago. Three Oak Trees, which stood on the Piece first taken in, were cut down Four or Five Years since; William Moore sent Notice thereof to Mr. Briant, but the Trees were taken away before he saw them.
James Collins, at Rowledge Bank	—	A Garden about Five or Six Rods, and a Fuel House built on it about Ten Years since.
William Stapley, at the Hand and Sheers, Bais Corner	—	About a Quarter of an Acre, and a Stable built on it, taken in about Twenty Years, thrown out soon afterwards by the Keepers, and Parishioners of Binfield, but taken in again.
John Harding, near Abbot's Wood	—	About Five or Six Rods, taken in about Five Years.
William Alderton, at Cradle Lane End	—	A Garden about Two Rods, taken in about Nine or Ten Years.
John Turvill, Ditto	—	A Garden about Three or Four Rods, taken in about Four or Five Years.
William Cole, at the Narrow Straits	—	A Garden Four or Five Rods.
John Barnett, Ditto	—	A Garden about Four or Five Rods.
John Baker, at the Upper End of the Straits	—	About an Acre, taken in at different Times.
William Prior, in the Straits	—	About Three or Four Rods, taken in about Three or Four Years.
Benjamin Beagley, near Old Clofe	—	About Four Rods, taken in at different Times, the last about Two Years ago.

William

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A P P E N D I X, N^o 26, 27.

William Buckle, at Blacknest	—	A Garden about Four or Five Rods, taken in Six or Seven Years, a Cart House near it, built on the Forest, but not inclosed.
James Alderton, at Blacknest	—	About Five or Six Rods, taken in Sixteen or Seventeen Years.
Binfield Poor House, Ditto	— —	About Two or Three Rods, taken into the Poor House Garden Six or Seven Years.
William Woolveridge, Ditto	—	About Three or Four Rods, Part taken in near Eighteen or Twenty Years, Part only about Two Years.
William Stent, Ditto	— — —	A Pig Stye and Part of a Garden, about Two Rods, taken in about Four or Five Years.
Widow Croucher, Ditto	— —	A Pigstye and about Two Rods of Ground, taken in about Twenty Years.
Thomas Over, Ditto.	— —	About Four or Five Rods, next to the last-mentioned, taken in about Five or Six Weeks.

(Signed) WILLIAM MOORE.

N^o 27.

The EXAMINATION of Henry How, One of the Keepers of Alicheolt Forest; taken on Oath, the 15th Day of January 1790.

THIS Examinant was appointed Keeper of Old Close Walk, in Alicheolt Forest, about Two Years ago, by the Right honourable Lord Stawell, during his Pleasure. His Salary is Twenty Pounds a Year, and he receives no Fees or Perquisites of any Kind, besides his Salary. He occupies Part of the House called Goose Green Lodge, with a small Garden, but no other Lands, and he keeps no Cattle on the Forest. The other Part of Goose Green Lodge is occupied by Richard Whorard, Game Keeper of Lord Stawell's Manors near the Forest. The inclosed Lands adjoining to that Lodge are in Lord Stawell's own Hands; and the Lodge called Old Close Lodge, and the Lands belonging to it, are rented as a Farm by William Bennett. He considers it his Duty to take Care of the Deer, and of the Wood and Timber in that Part of the Forest. When he detects any Persons cutting or lopping Trees in the Forest, he endeavours to prevent them, and to take away their Hatchets; and gives Information thereof, and of the Names of the Offenders, to William Moor, Head Keeper of the Forest, that he may acquaint Mr. Briant the Deputy Surveyor therewith; and he sometimes acquaints Mr. Briant himself, when he has an Opportunity. The Quantity of Wood cut for Fuel for Goose Green Lodge is about Fifteen Cords for himself, and the said Richard Whorard. He does not know what Timber or Wood is cut in the Forest for any other Purpose. He cannot tell the exact Number of Deer in the Forest, but believes there may be about Five or Six hundred of all Sorts. He does not know how many are killed Annually, having no Concern with the killing of the Deer, which is entirely under the Management of the Head Keeper. There is not any Hay or Corn given to the Deer, but sometimes some Ash and Maple Boughs are cut for Browse for the Deer, in very severe Seasons, but this has happened only Once since his Appointment. There has not been any Encroachment made in Old Close Walk since he was appointed, except One, of a few Rods of Ground, by one Thomas Grover, which was thrown out again by this Examinant.

(Signed) HENRY HOW.

APPENDIX, N° 48.

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N° 28.

The EXAMINATION of Henry White, One of the Keepers in Woolmer Forest; taken on Oath, this Thirtieth Day of December, 1789.

THIS Examinant has been One of the Keepers in Woolmer Forest about Thirty-five Years.

He was first appointed by the late Mr. Legg, Father of Lord Stawell, and has always resided in Bourn or Borden Lodge.—He understands that there is a Salary from Government intended for his Office, amounting to Three Pounds and Ten Pence a Year, but no Salary has ever been paid to this Examinant, nor has he any certain Fees, but is allowed to take whatever he can make of the Forest by the Disposal of Peat, Turf, Heath, or Fern cut within his Walk.—That he is not refrained to any Quantity, nor confined to any particular Parts of the Walk, but may cut as much as he can dispose of in any Part of his Walk, and sell it to any Person whatever, without Distinction, whether living within or without the Perambulation, and without Regard to the Parish in which the Purchaser has his Residence. No Persons cut Peat, Turf, or Heath, but such as are employed by this Examinant, and the Buyer pays for Peat, Two Shillings per Load to the Labourer for cutting and drying it, and One Shilling per Load to the Keeper. The Load contains, he believes, more than a Thousand Peats, but they are not commonly numbered. For the Turf the Buyer pays One Shilling and Six Pence per Thousand to the Cutter or Labourer, and One Shilling to this Examinant, and the Labourer is paid Six Pence per Thousand more if he sets up the Turves and dries them; and for Heath, the Labourer is paid Three Shillings per Load for cutting, and the Examinant receives One Shilling.—The Heath is commonly used in burning Lime: Six Loads burn a Kiln, and when he is paid by the Kiln, and not by the Load, he receives only Five Shillings for the Kiln. For the Fern he gets such Price as he can obtain from the Buyers, setting out a certain Quantity of Ground on which the Farmer or Buyer is allowed to cut the Fern, according to the Price agreed on. The Fern is used for littering Horses or Cattle, and the Peat and Turves for Fuel. No Coal is burnt except in Gentlemen's Houses, and Wood is become scarce and dear, so that the Turf and Peat are the most common Fuel. There are other Parts in the Neighbourhood in which Turves are got, but they are not so good as those in Woolmer, the Soil being inferior, and more sandy. His Profit from the Disposal of all those Articles, Peat, Turf, Heath, and Fern, is, one Year with another, to the best of his Belief, about Forty Pounds a Year. In the Mosses, Roots and Stems of Trees are often dug up, some of which are Oak and others Fir, but none of great Size. The Soil on the Hills in the Forest is generally sandy, some white, some black, and some red, all poor, but he thinks the red is the best, and the black the worst. A Plantation of Scotch Fir was made by Mr. Legg about Twenty or Five-and-Twenty Years ago, of about Two or Three Acres. Some of the Soil is of the red and some of the black Kind, and the Trees on the red thrive much better than the rest. Some of those Firs are now about One Foot diameter, and very thriving. The low Grounds are generally mossy, producing Heath and coarse Grass; Peat is got in the greatest Part. There were formerly some Red Deer in Woolmer Forest, but there are none now; formerly, as he has been told, Cattle were turned out of the Forest, particularly Milch Cows and Shod Horses, during the Fence Month, and the Forest was then driven, but no Attention has been paid to that within his Time. All Kinds of Cattle are now admitted, Sheep only excepted, and at every Season; the Forest is never driven. Formerly Cattle put into the Forest by those who had no Right of Common were pounded; but that has also been discontinued, and the Cattle of Strangers are admitted without Challenge. No Fine or Fee is paid for depasturing Cattle. Some Rents in Oats, as he has been informed by his Wife's Father, Henry Holt, who was Keeper in Holt Forest in Lady How's Time, were formerly paid, but he has never received any Oats, nor any Rent of any Kind; but there are Three Persons, Edward Alberry, James Farr, and John Chawton, who possess Cottages, with small Pieces of Land adjoining to their Houses, and within the Forest, who pay small Quit Rents to Lord Stawell—the First a Pepper-corn, the Second Four Pence, and the last he does not exactly know the Rent. The Land, in all of these Parts together, may be about Thirteen Acres, and they are said to have been granted to them for assisting the Keepers when there were Deer in the Forest. The Examinant possesses a House, called Borden Lodge, with about Ten Acres of Land within the Rails, worth together about Four Pounds a Year, the Land being of a poor Quality. He keeps generally Seven Horses, Four of which are Foresters, which go always in the Forest; Three Cows, which go in the Forest all Day, and are put into the House at Night; and generally Two Pigs or Swine. There have been no Encroachments in his Walk since he has been Keeper, except that Alberry above mentioned, in making his Hedge straight, took in a few Rods. No Courts of Attachment or Swanimote have been held, nor are there now any Verderors or Regarders, though he remembers, when he was first appointed, there were Two Regarders, the one Mr. Edwaker, and the other Mr. Jefferey, of Bonham; and he remembers to have been sent by his Father-in-Law to call upon them, to attend in Holt Forest, in order to mark Beech Wood for Fuel for the Great Lodge; and has heard, that they always did attend when any Wood was to be marked for that Purpose. Believes that the Places which have Right of Common in Woolmer Forest are the Parishes of Kingley and Oak Hanger, which is Part of the Parish of Selbourne, and Evely Farm, belonging to John Baker of Hadley, which is in the Tything either of Kingley or Oak Hanger, and is a Parieu; he knows no other Parieu. Stream Farm has also Right of Common, and Moor House Farm and Hopperie, and a small Farm called Haine's and Bevil's Farm, all in the Tything of Kingley.

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Kingsley; he knows of no other out of the Perambulation which have Right of Common; but on all Open Grounds within the Forest the Deer and Commoners Cattle of the Forest are admitted, and all Estates within the Perambulation have Right of Common in the Forest, which is called Intercommoning. There are very few Oak Trees now in his Walk; one grows at a Place called Dead Water, and is called Grover's Oak, where a Forest Court is said formerly to have been held. There is a Part of the Common near Bins Pond, on the West Side of his Walk, claimed as belonging to Chapel Manor, which Manor, when he was first appointed Keeper, belonged to the late Mr. Legg, who had bought it about Three or Four Years before of one Mr. Chaffinch, as he believes, and he remembers hearing Mr. Legg say to a Tenant of his, one John Lee of Chapel Farm, who desired to have that Land for a Sheep Common, that he should not have it, as he could not find by his Writings that it belonged to Chapel Manor; and added, that he should certainly have been glad to find that it belonged to him, as he would rather have had it for his own than be Ranger over it. This Examinant has heard that Bins Pond was the ancient Boundary between the Forest and Chapel Manor, and that there were formerly Two Sluices in that Pond, one of which was managed by the Forest Officers, and the other by the Owner of Chapel Manor; but this Examinant does not remember more than one Sluice there since he has been Keeper, which Sluice is wholly managed by the Lord or Tenants of Chapel Manor, Says, that Lord Stawell cuts Peat in that disputed Part for his own Use at the Great Lodge, but not for any other Use; and that this Examinant cuts Turf there for Sale, as in other Parts of the Forest, but not Peat; but he has been informed by one John Adams, who was Keeper of the same Walk before him, that in Mr. Mardones's Time (Mr. Legg's Predecessor) the Keepers cut Peat there for Sale, as well as Turf.

(Signed) HENRY WHITE.

N^o 29.

The EXAMINATION of Daniel Annet, One of the Keepers of Woolmer Forest; taken on Oath, the Thirtieth Day of December 1789.

THIS Examinant is Keeper of Linberry, otherwise Lynchborough Lodge, in Woolmer Forest.

He was appointed by Lord Stawell in February last, on the Death of his Father Daniel Annet, who was Keeper of the same Lodge upwards of Twenty-two Years, during all which Time this Examinant lived with his Father at the Lodge, and for the greatest Part of it acted as a Servant under him. He occupies the Lodge House, with about Eight Acres of Arable Land, Seven Acres of Meadow, and about One hundred and Ten Acres of rough Forest Ground, all of a poor Soil, and not worth more than Nine or Ten Pounds a Year. He usually keeps about Four Cows, and Two or Three Pigs, for the Use of his Family, and a Mare and Colt upon the Forest, and no more. He receives no Salary, nor any Rents or other fixed Payments; and his only Profits arise from Peat, Turf, Heath, Fern, and Stones, of which he has the Liberty of selling as much as he can. The Average Amount of these Profits he believes to be about Fifty Pounds a Year at the most, out of which he pays Five Pounds a Year to an Assistant (one William Carpenter) who lives in a small House called Woolmer Pond House, and for the Wages and Board of a Boy who lives with him about Thirteen or Fourteen Pounds a Year, and he keeps One Horse, which costs him about Nine or Ten Pounds a Year. There are no Deer in Woolmer Forest, nor have been since he has known it; but there are several People in the Neighbourhood who remember when there was a considerable Number of Red Deer there. There have not been any Courts held for the Forest, nor Verderers or Regarders appointed, since he has been employed there. There is some Oak Timber growing on a Tract of Ground of about Fifty Acres, called Oak Hills (or Holly Hills) near his Lodge, and in the Fences of his inclosed Grounds, in Number about One hundred and Fifty or Two hundred Trees, whereof about Twelve or Fourteen are good Trees, meeting at about a Load each, and in his Judgment are fit for the Use of the Navy. The rest are young Trees, and were in a thriving State, but have been very much hurt by cutting Pieces of Bark from the Sides, and Ramping Marks and Numbers on the Bodies of the Trees, which was done by this Examinant, by Order of Mr. Briant the Deputy Surveyor. There is no Timber or Wood on any other Part of his Walk, except some Hollies in a Place called Slicer Down, and some Alders and Willows in a Place called Lift Moor, and a small Alder Bed near the Lodge, which the Keeper cuts for Firing and for making Fences; the rest of Woolmer Forest is a barren sandy Soil covered with Heath, Part of it consisting of a reddish Sand, Part a white Sand, and the rest a Kind of black Rock. The best of these, he thinks, is the red Sand, which may be about One Tenth Part of the Whole. There are some Plantations of Firs in Henry White's Walk, made by the late Mr. Legg on that Sort of Soil, which seem to thrive very well; but some Firs, which were planted in the white Sand, died very soon. About One Half of Woolmer Forest is of this latter Kind. The black rocky Soil is deemed the worst, and will bear nothing besides a little Heath on the Surface. There have not been any Encroachments made on the Forest since his Father was appointed Keeper, nor any Lands inclosed from thence for the Benefit of the Keepers, or otherwise; but the

Lord of the Manor of Mill Laod claims a Part of Oak Hill as within his Manor, and hat cut Timber and Wood there; and since the Trees now growing there were marked by Mr. Briant's Order, as before mentioned, Mr. Hutterton, the present Lord of that Manor, has had his Mark put upon them, and threatened to prosecute this Examinant for marking them as directed by Mr. Briant. Says, that the Parishes of Bramshot, Headley, Liss, Greatnam, Amshot, Selburne, Kingsley, Binfield, and Beasley, claim a Right of Common of Pasture and Turbary, paying to the Keeper One Shilling per Waggon Load for Peat, which contains from 1000 to 1200 in Number, and for Turf One Shilling and Six Pence per Thousand, besides One Shilling and Six Pence a Thousand for cutting the Turf, and Two Shillings a Load for cutting and drying the Peat. He has heard that the Price of Turf was formerly One Shilling a Load, but raised by one John Adams, a former Keeper, to One Shilling and Six Pence per Load, on being threatened by the Paritioners of Bramshot to be assailed to the Parish Rates, which however was not effected. These Prices are paid by the Commoners, but Strangers are charged Six Pence per Load more for Peat, and are not allowed to have any Turf. Heath is cut for burning Bricks and Lime, and is usually sold by the Kils, at Five Shillings per Kiln to the Keeper, and Eighteen Shillings a Kiln for cutting; but if sold by the Load, the Price is One Shilling per Load, and is cut by the Buyers, or at their Expence, for which they pay Three Shillings a Load. Fero is cut for Litter for Cattle, and is sold at Two Shillings and Six Pence a Waggon Load, if cut by the Keeper, or One Shilling, if cut by the Buyers; and Soones at Six Pence per Load, and One Shilling and Six Pence for digging. It frequently happens that Stems of Fir Trees are found in the Peat Bogs, some as large as a Man's Body. He has heard that Oak Trees have been found in some of the Bogs in Woolmer, but never saw any other than Fir. No Payments are made for Herbage, except an optional Gravity of One Shilling or One Shilling and Six Pence each, formerly given to the Keeper at Easter, by many of the Commoners, but now by very few. All Kinds of Cattle are admitted, except Sheep, which are not allowed to be turned into the Forest, but sometimes stray in from the adjoining Commons, the Forest being open on almost every Side. The Forest has not been driven within his Remembrance, but when any Cattle are seen in the Forest not belonging to Commoners, the Keeper endeavours to find out the Owners, gives Notice to them to take away their Cattle, and threatens to Pound them if not taken out of the Forest. Has never pounded any Horned Cattle there, but frequently Horses, the Owners of which, on taking them out of the Pound, pay Two Shillings and Six Pence each for catching them, and the Expence of keeping them while there, and if not owned they become the Property of Lord Stawell, but he remembers only Three or Four Instances of Horses not owned, which were given by Lord Stawell to his Father for his Trouble.

(Signed) DANIEL ANNETT.

N^o 30.

STATE of the Timber in the United Forests of Aliceholt and Woolmer.

O A K.	Different Descriptions.		N ^o of Trees.	Square Measure.	Square Measure.
Fit to be cut for the Use of the Navy — May become fit for the Use of the Navy }	Knees (Girt Measure)	5 Feet and upwards	1,516	Leads. Feet. 636 5	21,602 28
	Trees — —	30 Feet and upwards	18,245	20,916 23	
	Growing — —	5 Feet to 30 —	15,426	—	5,934 2
	Scorers or Saplings —	1 Foot to 5 —	12,049	—	474 23
	Scrubbed and Downed	3 Feet to 30 —	45,586	—	17,753 1
	Total Oak —		92,822	Measure.	45,319 9
Beech — —	Trees — —	5 Feet and upwards	31,433	Measure.	13,912 43
Ash — —	Trees — —	Total Ash —	2,444	Measure.	724 37
Elm — —	Trees — —	Total Elm — —	190	Measure.	112 35
Fir — —	Trees — —	Total Fir — —	492	Measure.	106 1
General Total —			127,381	Measure.	60,675 25

Copy presented to the House of Commons,

(Signed) J. P I T T, Surveyor General of His
Majesty's Woods and Forests.

ABSTRACT of a Survey of the Timber in the Forest of Alieholt and Woolmer, made by Robert Briant in the Year 1783; taken from the Original Survey received by the Commissioners of the Land Revenue from William Morton Pitt, Esquire, Representative of John Pitt, Esquire, late Surveyor General of the Woods.—Note, The Quantities in this Survey are stated in Girt Measure.

O A K T I M B E R.

		Many Knots, 5 Feet and upwards.		Many Timber 20 to 40 Feet and upwards.		Many Timber growing, 30 Feet and upwards.		Growing Timber, 4 Feet to 30 Feet.		Spruce of 1 and a half.		Scrubbed and Underwood, 3 Feet to 30 Feet.		Decort or Debitive.	
		Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.
(1.)	The North Side of the Broad Walk in Holt Forest	340	72 20	2,930	1,449 14	749	539 5	2,129	564 22	3,677	83 6	8,390	2,480 23	390	33 9
(2.)	In the Great Lodge Park and Pleasure Ground	52	14 4	174	151 43	—	—	273	204 12	—	—	275	83 21	8	9 18
(3.)	Within the Pales at Goose Green Lodge, and Old Clofe	—	—	57	46 14	—	—	41	9 18	—	—	52	20 3	45	8 42
(4.)	The South Side of the Broad Walk	342	138 13	3,496	3,465 45	1,639	1,266 21	3,700	1,087 48	1,277	35 42	7,326	2,234 28	323	100 42
(5.)	In the Streets	24	3 28	64	40 13	—	—	1,520	278 5	1,576	38 3	4,504	937 36	80	8 10
(6.)	In Holt Forest	758	128 35	6,721	5,153 29	2,388	1,805 26	7,663	1,984 5	6,030 Should be 5,930	157 1	20,477	5,756 11	746 Should be 846	160 21
(7.)	In Woolmer Forest	—	—	27	66 13	—	—	100	21 8	89	2 16	16	2 17	24	5 3
	Total of Oak Timber in Alieholt and Woolmer Forest	758	128 35	6,748	5,179 42	2,388	1,805 26	7,763	2,005 13	6,119	159 17	20,493	5,758 28	770	165 24

		Ash Timber.		Ash Pollards.		Elm Timber.		Beech Timber.		Beech Pollards.		Fir Timber.		Lime Trees.	
		Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.	Ends.	Lengths.
(1.)	The North Side of the Broad Walk in Holt Forest	27	4 16	—	—	—	—	10,560	2,767 15	316	61 25	—	—	—	—
(2.)	In the Great Lodge Park and Pleasure Ground	42	12 35	—	—	86	36 17	135	39 43	—	—	236	34 31	80	6 44
(3.)	Within the Pales at Goose Green Lodge, and Old Clofe	5	1 45	—	—	—	—	—	—	—	—	10	— 36	2	2 40
(4.)	The South Side of the Broad Walk	1,140	221 29	509	81 13	—	—	5,007	1,829 27	92	16 38	—	—	—	—
(5.)	In the Streets	8	2 4	—	—	—	—	15	— 46	—	—	—	—	—	—
(6.)	In Holt Forest	1,222	241 29	509	81 13	86	36 17	15,716 Should be 15,717	4,637 31	414	78 13	246	35 17	82	9 34
(7.)	In Woolmer Forest	—	—	—	—	18	2 23	—	—	—	—	—	—	—	—
	Total of Ash, Elm, Beech, and Fir Timber, and Lime Trees, in Alieholt and Woolmer Forest	1,222	241 29	509	81 13	104	38 40	15,716	4,637 31	414	78 13	246	35 17	82	9 34

Memorandum.—It appears on comparing the above Abstract, taken from the Original Survey, with the Account presented to the House of Commons in 1783, abstracted from the same Survey, that the Sixth Line, being the Total in Holt Forest, was by Mistake added as a separate Article; and that the Number of Loads in the Survey being given in Girt Measure, an Addition of One Half of that Number was afterwards made, in order to state the Quantity in Square Measure. (Two Loads Girt Measure being equal to Three Loads Square) by Means of which Error, the Quantity of Timber was

OAK TIMBER.

	Navy Keels, 4 Feet and upwards		Navy Timber 8 ft to 10 ft, 30 Feet and upwards.		Navy Timber growing, 30 Feet and upwards.		Growing Timber, 5 Feet to 30 Feet.		Saplings, at 1 and 2 Feet.		Scrubbed and Timber, 3 Feet to 30 Feet.		Dressed or Shingles.	
	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.
Total of Oak Timber in Aliceholt and Woolmer Forest, as above —	758	228 35	6,748	5,179 42	2,388	1,805 26	7,763	2,005 13	6,119	159 17	20,493	5,758 28	770	165 26
									Should be 6,019				Should be 870	
The same Total added by Mistake, as a separate Article —	758	228 35	6,748	5,179 42	2,388	1,805 26	7,763	1,984 5	6,030	157 1	20,477	5,756 11	740	160 21
													1,616	325 43
	1,516	457 20	13,469	10,333 21	4,776	3,611 2	(v) 15,426	3,969 18	(v) 12,049	316 18	40,970	11,514 39	40,970	11,514 39
					13,469	10,333 21							Should be 42,686	(v) 45,586
					(v) 18,245	13,944 23							add 1	5,900 17
	add 1	228 35			add 1	6,972 11	add 1	1,994 34	add 1	158 9				
Addition, to show the Quantity in Square Measure —	(v) 686	5			(v) 20,916	34	(v) 5,984	2	(v) 474	27			(v) 17,761	1

And the like Error was made, in stating the Quantities of Ash, Elm, Beech, and Fir Timber, viz^t.

	Ash Timber.		Ash Pollards.		Elm Timber.		Beech Timber.		Beech Pollards.		Fir Timber.		Lime Trees.	
	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.	Ends.	Lengths, feet.
Total of Ash, Elm, Beech, and Fir Timber, and Lime Trees, in Aliceholt and Woolmer Forest, as above —	1,222	241 29	809	81 13	104	38 40	15,716	4,637 31	414	78 13	246	35 17	82	9 34
							Should be 15,717							
The same Total added by Mistake, as a separate Article —	1,222	241 29	809	81 13	86	36 17	15,716	4,637 31	414	78 13	246	35 17	82	9 34
(v) 2,444	483 8	1,018	162 26	(v) 190	75 7	(v) 31,433	9,275 12	828	156 26	(v) 492	70 34	164	19 18	
N. B. The Totals marked (v) are the same as in the Account delivered to the House of Commons. The Ash and Beech, Pollards, and Lime Trees, were included in that Account.	add 1	241 29			add 1	37 28	add 1	4,637 31			add 1	35 17		
Addition, to show the Quantity in Square Measure —	(v) 724	37			(v) 112	35	(v) 3,912	43			(v) 109			

N^o 32.

COMPUTATION of the Value of the Timber in the Forests of Aliceholt and Woolmer, according to the Survey thereof made in the Year 1783, at the Prices mentioned in Mr. Briant's Examination, N^o 19.

Kinds of Timber.		Loads. Fems.		Quantities.		Price per Load.		Gross Value.	
				Loads. Fems.		£. s. d.		£. s. d.	
Oak.	Navy Timber	{ 228 35 }		7,214	3	4	2 6	29,758	— —
	{ Timber from }	{ 5,179 42 }							
	{ 3 ft. to 30 ft. }	{ 1,805 26 }							
	{ Saplings — }	{ — — }		2,005	13	2	10 —	5,013	3 —
	{ Scrubbed and }	{ — — }		159	17	1	10 —	239	— 2
	{ Dittoed , }	{ 5,758 28 }		5,924	2	1	10 —	8,886	1 2
		{ 165 24 }							
Ash	— — —	{ 241 29 }		322	42	1	10 —	484	5 2
Flm	— — —	{ 81 13 }		38	40	2	1 4	80	3 9
Beech	— — —	{ 4,637 31 }		4,715	44	1	5 —	5,894	17 —
Fir	— — —	{ 78 13 }		35	17	1	5 —	44	3 6
Lime Trees	— — —	{ — — }		9	34				
								£. 43,896	4 4
						</			

N^o 33.

Farnham, 31st of December, 1789.

Gentlemen,

IN Obedience to your Directions of the 21st Instant, I have attentively looked over the Forests of Aliceholt and Woolmer, and have considered the Nature of the Soil; and am of Opinion, that every Part of Aliceholt would produce Oak Trees of a Size and Quality fit for Naval Purposes, if properly managed.—The Trees now standing thereon are mostly Oak, some Beech, and a few Ash; and I judge to be nearly all of the same Age, and the greatest Part arrived at Maturity, and of course will not improve by standing longer.

From the present Appearance of this Forest, I am inclinable to believe, that the greatest Part of the Trees now standing thereon were originally raised by One general Inclosure of the whole Forest, as most of them appear to be of the same standing, which I suppose to be about 115 or 120 Years; and I cannot discover the Traces of either Banks or Ditches in the interior Parts, or any Appearances whatever of separate Inclosures, or if there were originally no Inclosure the Bushes and Underwood must have been carefully preserved. The Trees were brought up very close together, and not being thinned from Time to Time, as they ought to have been, is the Reason why they are generally no larger at present.

There are not now any Inclosures in this Forest for raising of Timber, or very little Timber in Succession, nor is it possible there should, as the Bushes and Underwood of all Kinds, which are the Nurseries and Protectors of Timber, are destroyed by the adjacent Inhabitants as soon as they come up.

Though there are vast Numbers of Oak Trees standing in this Forest arrived at their full Growth,

Growth, by far the greater Part is not of a Size, or fit for the Navy, owing to the Causes before observed; and a great Number of them are much injured by lopping, particularly on the South East, South, South West, and West Parts of the Forest, adjoining to the Parishes of Kingsley, Binfield, Farnham, and Bently.

From the Account of the Survey taken of the Timber in this Forest in the Year 1783, and considering what has been felled since that Time for the Navy, together with the present Appearance of the Timber, I am of Opinion, that about Two hundred Loads may be supplied from thence Annually for the Use of the Navy, for a few Years, exclusive of what Planking Timber may arise, which I suppose would be very considerable; and I would recommend that Six or Seven hundred Trees be felled Annually for Sale, reserving all such as should be found fit to make 4 or 3 Inch Plank for the Navy, and to be converted in the Forest, in order to lessen the Expence of Carriage; and to send none to the King's Yards but such as was good and fit for the Service.—In making such Annual Falls I would propose to begin, and so go on, in those Places where the Trees are most given out, or quite done growing, or most abused by lopping, and entirely clear the Ground as I went on, reserving all such Trees as should be found fit for the Navy to go towards making Part of the Two hundred Loads to be supplied Annually, besides all such as were fit to be cut for Plank; and I would recommend the making of Inclosures as the Land became vacant, and in such Parts as are already so, and that they should be well attended to, without which (or a total Stop put to the cutting of the Bushes) a few Years must put a Period to this Forest as a Nursery of Timber for the Navy, yet if a Stop could be put to the Abuse, and young Timber properly cultivated and well managed, this Forest may be made of great Benefit to the Country, by yielding a lasting Supply of Naval Timber, probably a Thousand Loads a Year.

The Average Distance of this Forest to the nearest Wharf (which is Godalming) is Ten Miles, and the Timber carried thither at 13 Shillings per Load, and from thence to Deptford at 14 Shillings per Load more, the Hewing 1 s. 6 d. per Load; the whole Expence, from the Felling to the Delivery, £. 1. 8 s. 6 d.

The most glaring Abuses now prevailing in this Forest are the neighbouring Inhabitants going into the Woods, and constantly destroying the Bushes and Underwood of all Kinds as fast as they come up, so that there are none to be seen in any Part of it; the lopping and ripping the Trees in a most shameful Manner, particularly in those Places mentioned before; they also claim a Right to the Roots of all Trees, and constantly grub them up as soon as the Trees are felled; also the stealing of Trees is not the least evil Practice in this Forest; and I presume that the Practice of Lord Stawell's People cutting Trees without Limitation, View, or Assignment, or giving any Account of what they do cut, or for what Purpose, must be considered also as an Abuse. As I was looking over the Forest, I saw 27 Oak Trees just felled by his Lordship's People, with the kind one, that would square about 30 Feet a Tree one with another. There are a few Encroachments in this Forest, which I suppose are pointed out in the Plan that has been taken, I beg to remark, that if all this Forest was at some Time or other inclosed for the raising of Timber, which its present Appearance strongly indicates, there could be then no Claims upon it, or they must have been for a Time suspended; and if the Trees were brought up without being inclosed (which is not likely) the Bushes and Underwood must have been preserved, otherwise it was impossible the Trees could have got up in the Manner they have; in this Case the Inhabitants must have been restrained from cutting them, and consequently had no Right to do so.

There are but a very few Oak Trees in Woolmer Forest, most of the Land is quite barren, being a sandy Soil, though there are some Parts of it that would produce Oak Trees, and Inclosures for that Purpose may be made with Advantage; and it is to be observed, that Fir Trees will grow in all Parts of it; some few, that were planted about 25 Years ago, by Government, are now in a very thriving State. The Average Distance of this Forest to the nearest Wharf (which is Godalming) is about Eleven Miles.

As I think it my Duty to endeavour to give every Information on this Subject in my Power, I shall be ready to answer any Questions you may be pleased to ask me.

And am,
Gentlemen,
with much Respect, your
most humble Servant,

The Commissioners
of the Land Revenue.

THO^s NICHOLS.

N^o 34

Redbridge, 17th of January 1790.

Gentlemen,

IN Obedience to your Directions of the 11th Instant, I have considered of what Mr. Briant has proposed, relative to the selling of the Timber in Aliceholt Forest.

As most of the Timber in that Forest is at full Maturity, and will not improve by standing, but on the contrary get worse, and but a small Part of it fit for the Navy, nor ever will be; and considering the constant and many Depredations that are committed, and the very small Income it now brings to the Crown, owing to the extreme bad Mode of Management;

I am clearly of Opinion, that if all the Timber in this Forest was divided as near as could be into Ten Parts, and One of those Parts sold to the Merchants Yearly, and so on till the Whole was cleared away, leaving only a few Trees standing to spread Seed, at the same Time taking Care to make Inclosures for raising more in its Stead, that it would be the most advantageous Way of disposing of it, for the Benefit of the Public, and what, I believe, every Individual would do, was it his own Property.

That Part of the Timber which is fit for the Navy would most likely be sold again to the Navy Board, and at a Price on the Whole not much above what is now given for it.—If not, the India Company would have it, who are now become Competitors with Government for large Timber, and whose Market will be supplied, so long as there is any to be got in the Kingdom on private Estates, and Things remain on the Footing as at present.

Should the Mode of selling the Timber in this Forest to the Merchants, as proposed, be approved of, I would humbly recommend that after fixing on the Part where the first Fall is intended to be made, that the Trees should be numbered progressively till the Number was marked as intended to be felled for the first Part; and an Account taken, and put in different Classes, according to the Sizes and Quality of the Trees, with the estimated Content of each Tree put against the Numbers, and the Value per Load set against each Class; by this the Value of the whole Lot would be obtained, and the Numbers would be a Check against Abuses; but before felled each Tree should be marked on the Claw with the broad Arrow Hammer. The Lot to be put up to Auction to be sold standing; and should not the Value of it be offered, it may be afterwards sold privately, or left standing till the Value was offered, which I presume would soon be.

In all Cases where Goods are intended to be sold by Auction or privately, the real Value of them should be first obtained, in order to guard against any Combinations in the Bidders.

I am,

Gentlemen,
with much Respect, your
most humble Servant,

THO^s NICHOLS.

The Commissioners
of the Land Revenue.

ABSTRACT of the Accounts of Timber ~~from~~ the Use of His Majesty's Navy within the Forest of Alicholt and Woolmer, ~~and~~ Wood Sales there, from the Year 1761 to 1786, both inclusive; ~~and~~ from the Accounts of the Surveyor General, remaining in the Office of the Auditor of the Land Revenue.

R E C E I P T S.

N A V Y T I M B E R.

By Navy Bills, for the Value of 1777 Loads and 15 Feet of Oak Timber, felled for the Use of the Navy in the said Forest, from 1776 to 1784, at £. 1. 18 per Load (no Timber having been felled there for the Use of the Navy between the Years 1700 and 1776) the Sum of — — — 3,376 17 2
By Sale of 79 Loads and 31 Feet of Oak Timber and small Crooks, at 50s. per Load — — — 199 — 6
By Sale of 301 Loads and 89 Yards of Bark — — — 346 — 10
By Sale of the Tops of one Fall of 300 Loads in 1777, and of 4 defective Trees — — — 84 2 1
By Sale of 102 Cords and 1 of a Cord of Wood — — — 77 11 —

£. 4,083 11 7

Disbursements paid out of the Produce of Navy Timber, as per Contra — — — 1,187 10 4
Balance of Navy Timber — — — £. 2,896 1 21

W O O D S A L E S.

By Sale of divers Quantities of rotund and decayed Trees felled in the said Forest, from 1761 to 1774 inclusive (no Wood Sales having been made there since 1774) the Sum of — — — 4,238 3 —
Salaries and other Disbursements charged in the Accounts of Wood Sales, as per Contra — — — 4,911 16 4

Surplus of Disbursements charged in the Wood Sale Accounts, to be deducted from the Net Produce of the Navy Timber — — — £. 673 13 4
General Balance of the Navy Timber and Wood Sale Accounts, from 1761 to 1786 — — — £. 2,222 7 10

Note.—From the above Balance is to be deducted the Amount of the Fee Farm Rent of £. 31. 2. 11 per Ann. issuing out of the Manor of Woolleham, granted to the Lieutenant towards Payment of Salaries to the Under Keepers, from 1761 to 1786. — — — £. 809 15 10
The remaining Balance of the Net Produce of the Forest, during the 26 Years to 86 — — — £. 1,412 12 2

D I S B U R S E M E N T S.

Expences incurred in the marking, setting out, felling, and selling Timber, &c. within the Period of this Account — — — 285 16 4
Surveyor General's Allowance of 20s. per Day for his Service, Attendance, and Riding Charges, in the Execution of Warrants for felling the said Timber — — — 35 — —
Surveyor General's Allowance on Monies received, at 12 d. per £. — — — 204 3 4
Discount and Brokerage of Navy Bill in 1776 — — — 30 3 8
Fees paid at the Treasury for Warrants and Entries, and to the Auditor for stating and ingrossing the Accounts, and Allowance to the Surveyor General for his Charges in passing the same through the several Offices — — — 92 13 —
Paid Robert Briant his Salary as Woodward of the said Forest, from 18 February 1770 to 30th January 1786, at £. 30 per Ann. — — — 478 9 8
Paid the Lieutenant, or Keeper, for the Salaries of 5 Under Keepers, from 1761 to 1786 inclusive, at £. 130 per Ann. — — — 3,380 — —
Paid the Lieutenant, or Keeper, in lieu of the Logs and Tops of Trees felled, from 1761 to 1774 inclusive — — — 909 4 —
Paid William Briant for his Attendance in the Forest in 1776, preserving the Wood, and attending the Justices on the Prosecution of Wood Stealers — — — 20 — —
Paid Robert Briant for sundry Expences in 1783, relative to the Prosecution of Wood Sealers — — — 28 13 —
Paid Mr. Oliver Farrer, Attorney at Law, his Bill of Charges relative thereto — — — 12 11 4

£. s. d. £. s. d.
144 9 10
91 — —
211 17 6
175 5 —
478 9 8
3,380 — —
909 4 —
20 — —
28 13 —
12 11 4
4,911 16 4
1,187 10 4
4,911 16 4
6,099 6 8

Disbursements on Navy Timber Acc^t — £. 1,187 10 4
D^r Wood Sales — £. 4,911 16 4

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D.

To Monies expended in the Payment of Salaries and Allowances to the Officers and Keepers of the said Forest, and in the Execution of Warrants for divers Works there, with the incidental Charges relative thereto, from the Year 1700 to 1786 inclusive.

Salaries and Allowances.	To the Amount of the Fee Farm Rent of £. 31. 2. 11 per Ann. issuing out of the Manor of Wordleham, granted by Patent to the Lieutenant or Keeper, towards Payment of the Salaries of the Officers and Keepers there, for the above Period of 86 Years	£. s. d.
	— — — — —	2,673 10 10
Works.	To the Lieutenant or Keeper, for the Salaries of 5 Under Keepers there, from 1700 to 1702, at £. 150 per Ann. and from 1702 to 1786, at £. 150 per Ann. allowed by Warrants during Pleasure	11,220 — —
	To the Lieutenant or Keeper, in lieu of the Lops and Tops of the Trees felled in 1729, and from 1761 to 1774 inclusive	1,049 4 —
Incidental Charges.	To Robert Briant his Salary as Woodward there, from 18 February 1770 to 30th January 1786, at £. 30 per Annum	478 9 8
	To the Amount of divers Works within the said Forest, from 1724 to 1754, inclusive	5,267 19 1
	To the Regarders for their Service and Attendance in the marking, and Expences incurred in the setting out, felling, and selling Timber, peeling and picking of Bark, cutting and carrying of Wood, &c.	878 19 8
	To the Surveyor General, his Allowance of 30s. per Day, for his Service, Attendance, and Riding Charges in the Execution of Warrants, during the Period of this Account	508 — —
	To Surveyor General's Poundage on Monies by him received, at 12d. per Pound	977 12 —
	To Receiver General's Poundage on Monies advanced from the Land Revenue for Repairs	120 19 11
	Discount and Brokerage of Navy Bill in 1776	30 3 8
	Fees paid at the Treasury for Warrants and Entries, and to the Auditor for rating and ingrossing the Accounts, and Allowance to the Surveyor General for his Charges in passing the same through the several Offices	818 7 7
	To William Briant, for his Attendance in the Forest in 1776, preserving the Wood, and attending the Justices on the Prosecution of Wood Sealers	20 — —
	To Robert Briant, for Vondry Expences in 1783, relative to the Prosecution of Wood Sealers	28 12 —
	To Mr. Oliver Farrer, Attorney at Law, his Bill of Charges relative thereto	12 11 4
	— — — — —	24,089 10 10

C.

By the Produce of Timber felled for the Use of the Navy, and Monies arising by the Sale of dotard and decayed Trees within the said Forest, from the Year 1700 to 1786 inclusive.

Navy Timber.	By Navy Bills for the Value of 1,777 Loads and 15 Feet of Oak Timber felled for the Use of the Navy in the said Forest, from 1776 to 1784, at £. 1. 18 s. per Load (no Timber having been felled there for the Use of the Navy between the Years 1700 and 1776) the Sum of	£. s. d.
	— — — — —	3,376 17 2
	By Sale of 79 Loads and 31 Feet of Oak Timber and small Crooks, at 50s. per Load	199 — 6
	By Sale of 301 Loads and 89 Yards of Bark	346 — 10
Wood Sales.	By Sale of the Tops of One Fall of 300 Loads in 1777, and of Four defective Trees	84 2 1
	By Sale of 102 Cords and 1 of a Cord of Wood	77 11 —
	By Sale of divers Quantities of dotard and decayed Trees felled in the said Forest, from 1720 to 1774 (no Wood Sales having been made there between the Years 1700 and 1720, nor since 1774)	11,331 7 8
	Total Produce of Navy Timber and Wood Sales	£. 15,414 19 3
	Expences incident to the Forest, exceeding the Monies received therefrom	8,674 11 7
	— — — — —	£. 24,089 10 10

N^o 37.

Navy-Office, 22d December, 1789.

Gentlemen,

I N Answer to your Letter of the 16th Instant, we acquaint you, that the Navy Timber from Alice Holt Forest has usually been delivered into His Majesty's Dock Yard at Deptford, conveyed from the Forest by Land to Godalming in Surrey (the Distance about 15 Miles) and from thence by Water to Deptford Yard.—The Expence by Land is 13s. 6d. per Load, by Water 14s. 6d. per Load; making the whole Expence by Land and Water *£*. 1. 2s. per Load.

We are,

Gentlemen,

Your most obedient,

Humble Servants,

CHA' MIDDLETON,
J. HENSLOW,
GEO. MARSH.

Comm^r Land Revenue.

Land Revenue Office,
Scotland-Yard,
Februazy 3, 1790.

CHA' MIDDLETON,
JN^r CALL,
JOHN FORDYCE.



T H E S E V E N T H
R E P O R T
O F T H E
C O M M I S S I O N E R S

A P P O I N T E D T O E N Q U I R E I N T O

The S T A T E and C O N D I T I O N

O F T H E

Woods, Forests, and Land Revenues

O F T H E

C R O W N,

A N D T O S E L L O R A L I E N A T E

Fee Farm and other Unimproveable R E N T S.

Dated 13th D E C E M B E R 1790.

Ordered to be printed 17th December, 1790.

To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled.

The SEVENTH REPORT of the Commiſſion-
ers appointed to enquire into the State and Condi-
tion of the WOODS, FORESTS, and
LAND REVENUES of the CROWN,
and to ſell or alienate Fee Farm and other Unim-
proveable RENTS.

THE Royal Foreſts may be divided into Two Claſſes, the One conſiſting of thoſe in which the principal Share of the Property belongs to the Crown, and which, from their Extent, and their Vicinity to the Dock Yards, it becomes a National Object to keep and to improve; and the other conſiſting of thoſe Foreſts in which the moſt valuable Share has been granted away, together with the Cuſtody and Management, and where it does not appear to be expedient for the Crown to take any Part of the Property into its own Management and Poſſeſſion, or to attempt the Improvement by its own Officers, but where the transferring what has been reſerved by the Crown, on reaſonable Terms, to the principal Grantee of the Part already alienated, would probably be the beſt Means of bringing the whole Property to the higheſt State of Improvement.

The Foreſts of the Firſt Claſs, being thoſe in which the Public is moſt materially intereſted, for obvious Reaſons, called for our earlieſt Attention; and of that Kind are the Foreſt of Dean, New Foreſt, Aliceholt and Woolmer, on which we have already preſented Reports to the Legiſlature.

* 3d Report.
* 5th Report.
* 6th Report.

The Foreſt of Salcey, which is the Subject of this Report, is of the latter Claſs.

This Foreſt is ſituated in the South Eaſt Part of the County of Northampton, about Eight Miles from the Foreſt of Whittlewood, and on the Borders of the County of Buckingham.

There are various Perambulations of this Foreſt among the Records in the Tower, made in the Reigns of Henry III. and Edward I; a Copy of the lateſt of theſe, dated

Appendix, N^o 1.

[4]

dated 27th Edward I. is given in the Appendix, from which it appears that the Limits of the Forest had been extended by King John; but that the Woods and Lawns afforested by that King were disafforested by Edward, according to the Tenor of the *Charta de Foresta*, and in Consequence of a Grant of a Fifteenth Part of the Moveables of all his Subjects. But though the Forest was, by this solemn Proceeding, brought back to its ancient Bounds, and though the Limits thus established were followed and confirmed by Usage, for more than 300 Years, an Attempt was made by Charles the 1st again to enlarge the Forest, and with that View, in the 15th Year of his Reign, a new Perambulation was made, by which a considerable Extent of Country was added to it, and subjected to the Burthen of the Forest Laws: But this violent and oppressive Measure, which was extended also to several other Forests, was rendered ineffectual by an Act of Parliament in 1641, which confined all the Royal Forests to their reputed Limits in the 20th Year of the preceding Reign.

1610.
Appendix, N^o 2.

17 Chs. I. Cap. 16.

The Bounds of the Forest, as fixed by the Perambulation of 27th Edward I. comprehend various Estates not the Property of the Crown, but in which the Crown has certain Privileges for the Deer, and other Forestial Rights, such as we have described in former Reports, excepting in such Parts as have been exempted from the Forest Laws, by Grants of Free Hay, or Disafforestation.

The Lands now considered as Forest, and in which the Crown is possessed of the Timber, and other valuable Rights, extend in Length about Two Miles and a Half, and in Breadth about One Mile and a Half, and contain 1,847. 0. 23, Statute Measure, consisting of the following Particulars:

1121 3 24 are divided into 24 Coppices, covered with Timber and Underwood,
470 3 37 are open Plains and Ridings, never inclosed.
74 2 8 are inclosed Meadow and Pasture Lands, occupied by the Warden and Keepers, with their respective Lodges; and
179 2 34 are inclosed Lawns, appropriated to the Use of the Deer, and the Cattle of the Warden and Keepers.

A Survey of these Lands has been made under our Direction, and a Plan thereof will be delivered with this Report. They are divided into Four Walks, and the following Statement will shew the Extent of each Walk, the Number of the Coppices, and the Quantity of open and inclosed Lands in each, and in what Parishes they are situated.

Walks.	Coppices.	Open Plains and Ridings.	Lands inclosed with the Lodges.	Inclosed Lawns.	Total.	In what Parishes.
	A. R. P.	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
Hanslop - - 9	486 1 18	190 2 21	19 0 11	22 3 4	718 3 14	Part in Hanslop, and Part extra-parochial. Piddington.
Piddington - 8½	337 0 38	130 3 34	12 3 24	—	481 0 16	
Hartwell - - 6½	298 1 8	149 1 16	9 1 34	6 3 4	463 3 28	Part in Hartwell, Ashton, Piddington, and Part extra-parochial.
The Deputy Ranger's Walk } -	—	—	33 0 19	150 0 26	183 1 5	Part in Piddington, and Part extra-parochial.
	24 1,121 3 24	470 3 37	74 2 8	179 2 34	1,847 0 23	

Appendix, N^o 3.

A more particular Description of the Coppices and other Lands above-mentioned, extracted from the Survey made by our Direction, is inserted in the Appendix.

[5]

By the Custom of this Forest the Underwood of the several Coppices is cut in Rotation, at Twenty-one Years Growth; and after each Cutting the Coppices are inclosed, so as to exclude the Commonable Cattle of the Forest for Nine Years, but the Deer are admitted into them Two Years sooner, by Means of Creeps and Deer Leaps made in the Fences. At the End of Nine Years they are again thrown open, and so continue for the remaining Twelve Years, until the Period of cutting the Underwood returns.

The Owners or Occupiers of Lands in Six different Parishes, namely, Hartwell, Ailston, Quinton, Piddington, and Hackleton in Northamptonshire, and Hanflap in Bucks, claim a Right of Common of Pasture in the Forest, from Old May Day to Martinmas *, for as many Horses and Cows as they can keep in Winter on their Lands, to which the Right is appendant. The Forest is cleared of Draught Horses and Milch Cows during the Fence Month†; no Swine are admitted at any Time, and when the Forest is surcharged by the Commoners, or the Cattle of Strangers are found in it, the trespassing Cattle are impounded in the Forest Pounds; and the Keepers take, for their own Use, Six Shillings and Eight Pence a Head for the Cattle impounded. The Commonable Cattle are admitted to feed with the Deer in the un-

inclosed Plains and Ridings, which contain	—	—	Acres. R. P.
And in all the Coppices, for the last Twelve Years out of every			47 ⁰ 3 37
Twenty-one Years, being the Time which intervenes between the			
cutting of the Coppices, as has been already explained	—	1,121	3 24
So that the Quantity of Land subject to Rights of Common at the			
Seasons, and under the Limitations before mentioned, is	—	1,592	3 21

The Forest of Salcey was made Part of the Honour of Grafton, erected or established by Act of Parliament in the 33d Year of King Henry VIII. and during the Time that the Coppices continued in the actual Possession of the Crown the Underwood was cut and sold, from Time to Time, by the Woodward of the County, by virtue of Warrants from the Lord Treasurer or Chancellor of the Exchequer, and the Profits accounted for to the King's Use.

In the 17th Year of King Charles II. this Forest, together with the Forest of Whittlewood, was settled on Queen Catherine for her Life, as Part of her Jointure, reserving all the Timber Trees and Saplings for the Use of the Crown.

And in the 25th Year of that King, the several Coppices, Woods, Underwoods, and Wood Lands, in both those Forests, were granted to Henry Earl of Arlington, for the Term of his Life, after the Decease of the Queen, and after his Death to Henry Earl of Euston (afterwards Duke of Grafton) Charles Earl of Southampton, and George Lord Fitzroy, otherwise Lord George Palmer, Sons of Charles II. and their respective Heirs Male for ever, "Excepting all great Trees and Timber Trees, and "all fair Saplings, growing, arising, or increasing, in the said Coppices and Wood "Lands, to be reserved for Stables or Samplers, and which should seem most fit and "proper for Timber, according to the Form of the Statute in that Case made and "provided; and also except all the Herbage and Pannage of the said Coppices and "Wood Lands."

By virtue of this Grant, which commenced on the Death of the Queen Dowager ‡, in 1705, the Family of Grafton became entitled to, and now possess, the Underwood in the several Coppices, which after each Cutting are inclosed with a strong Hedge and Ditch, at the Expence of the Duke of Grafton, except in those Parts where the Fences of the Coppices form Part of the Outer Boundary of the Forest, the greatest Part of which

* 23d Nov.

† From 20th June to 20th July.

Appendix, No 7.

33 Hen. VIII. Cap. 34.

30 Jan'y,
17 Cha. II. 1665.21 June,
25 Cha. II. 1673.* 31st December 170
N. 3.

is fenced by the Proprietors of the adjacent Lands, and the Residue with Posts and Rails, at the Expence of the Crown. The Right to the Underwood is the only Right which the Family of Grafton appear to have in Salcey Forest.

This Forest is under the Government of the following Officers; viz^t.

A Warden or Master Forester,	The Right honourable Frederick Montagu,
Lieutenant or Deputy Warden,	Mr. William Smith,
Two Verderers,	— — { William Hanbury, Esq. John Clarke, Esq.
A Woodward,	— — { Mr. Thomas Smith,
Three Yeomen Keepers, viz ^t .	
of Handlop Walk,	— John Meadows,
Piddington Walk,	— John Sawbridge,
Hartwell Walk,	— David Cherry,
One Page Keeper	— — Robert Alfop,
And the Surveyor General of the Woods and Forests.	

The Office of Warden or Master Forester, and Master of the Game of Salcey Forest, prior to the Reign of Charles II. was usually granted by Patent for Life; and during the Reigns of Queen Elizabeth, James I. and Charles I. was held successively by the Earls of Cumberland and Essex, Sir Christopher Hatton, the Marquis of Northampton, the Lord Williams, the Dukes of Lenox and Buckingham, and Earl of Dorset.

In the 12th Year of King Charles II. that Office was granted by Letters Patent to George Montagu, of Horton, in the County of Northampton, Esquire, and his Heirs Male, in Reversion of a Grant thereof to Robert Philips, Esquire, for his Life; with Power to appoint all Under Keepers, and other Under Officers, and to remove them at his Pleasure, together with a Yearly Fee or Allowance of £. 40; the Warden being charged (as the Patent expresses) with the Wages of a Lieutenant, Four Yeomen Keepers, and an inferior Keeper, called a Page.

Appendix, N^o 4.
— N^o 5.

Under this Patent, of which a Copy is given in the Appendix, the Office of Warden is now held by Mr. Montagu, who, as he informs us, is the last Heir Male of the original Grantee. In Right of that Office Mr. Montagu possesses the Great Lodge, which is a well-built Brick House, and Offices, with Gardens and Pleasure Ground, and about 30 Acres of Meadow Land, inclosed for Hay, and Three inclosed Lawns, containing about 150 Acres, in which the Cattle of the Warden and his Deputy are admitted to depasture in Common with the Deer. The Warden also receives the Fee or Salary of £. 40 per Annum, which was formerly paid out of the Produce of the Underwood, but since the Commencement of the Grant of the Coppices, on the Death of the Queen Dowager, has been paid at the Exchequer. He has also, by antient Custom, One Acre of Underwood in each of the Coppices, every Time they are cut, which, with the Sale of the Lop of certain Trees, called Browie Trees, set apart for cutting Browie Wood for the Sustainance of the Deer in hard Weather, produces about £. 80 a Year; and out of these the Warden pays to the Lieutenant or Deputy Warden, and Keepers, the Salaries and Allowances hereafter mentioned.

Appendix, N^o 6.

Appendix, N^o 7.

The Number of Deer kept in this Forest is about 1000, of all Sorts; and the Number killed Annually is about Twenty-eight Brace of Bucks, and Twenty-four of Does; of which Four Bucks and Four Does are supplied for the Use of His Majesty's Household, in pursuance of Warrants from the Board of Green Cloth; and Six Bucks and Six Does (more or less, as the Forest is able to supply) are killed under Warrants

[7]

Warrants from the Cofferer's Office, or Clerk of the Venison Warrants, for the Use of the Public Offices, and others accustomed to have Venison from the Royal Forests. Besides these the Verderers of the Forest, the Chief Justice in Eyre, and his Secretary, and the Surveyor General of the Woods, have each a Fee Buck and Doe yearly; the Deputy Warden Six Bucks and Six Does; and each of the Three Yeomen Keepers One Brace of Bucks and One of Does. The Residue are disposed of by the Warden.

The Lieutenant or Deputy Warden has a general Care of the Forest, under the Warden. When in the Forest he resides at the Great Lodge. His Salary is £.20 a Year, paid by the Warden, and he receives certain Fees and Perquisites on killing Deer, besides the Fee Bucks and Does before mentioned. Also One Shilling in the Pound on the Sale of the Browfe Wood, and of the Acre of Coppice Wood belonging to the Warden, with all Windfalls and dead Wood on the Lawn, and the Privilege of keeping Cattle on the Lawn, which Fees and Perquisites he estimates at £.80 a Year.

Appendix, N° E.

The Verderers in this, as in all other Forests, are chosen by the Freeholders of the County. Their Office is judicial, to preside at the Forest Courts, and to take Cognizance of all Trespasses relative to Vert and Venison. No Courts, however, are now held for this Forest; and Mr. Montagu informs us that none have been held since he has been Ranger, nor, as he believes, since the Rangership has been in his Family.

N° 9.

Monwood, Pa. 348.

Appendix, N° 10.

By the Custom of this Forest, every Verderer has Half an Acre of Underwood in each Coppice every Time it is cut, worth on an Average about Three Pounds per Annum to each Verderer. They have not any Salary or other Perquisite, except a Fee Buck and Fee Doe each, as before mentioned.

The Woodward for this Forest was formerly the Woodward General of all the King's Woods in the Counties of Northampton and Rutland, and had antiently a Salary of Five Pounds per Annum, and a Perquisite of Twelve Pence in the Pound on all Wood Sales from the Buyers of the Wood, and a Fee of Four Pence for every Tree marked for Sale; but in the Year 1702 an additional Salary or Allowance of £.30 a Year was allowed to the Woodward, in lieu of that Poundage; and in the Year 1756, when the Office of Woodward General became vacant, a separate Woodward was appointed for the Forest of Whittlewood, and the present Woodward, Mr. Thomas Smith, was appointed Woodward of Salcey and Rockingham Forests, with a Salary of Five Pounds per Annum, an Allowance of £.15 a Year in lieu of the Poundage on Wood Sales, and the Fee of Four Pence for every Tree marked for Sale. The Salary of Five Pounds is paid by Debenture, out of the Land Revenue; the Allowance of £.15 a Year by the Surveyor General of the Woods, out of the Produce of Wood Sales; and the Fee of Four Pence per Tree by the Purchasers of the Wood.

Appendix, N° 11.

The three Keepers and Page Keeper have each a Lodge, and a certain Quantity of inclosed Land; and they state their Salaries, Allowances, and Emoluments, to be as follows; viz.

Appendix, N° 7.

John

Keepers.	Value of Lodges and Land.	Payments by the Warden.						Fees and Per- quisites from Deer.	Value of Fuel Wood.	Total.				
		Salaries.			For cutting Bosch Wood.									
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.				
John Meadows, Hanlop Walk —	30 — —	2	13	4	6	—	—	50	—	10	—	98	13	4
John Sawbridge, Piddington D ^r —	30 — —	2	13	4	6	—	—	50	—	10	—	98	13	4
David Cherry, Hartwell D ^r —	30 — —	2	13	4	6	—	—	50	—	10	—	98	13	4
Robert Alfop, Page Keeper —	10 — —	1	13	4	6	—	—	10	—	10	—			
D ^r for Sheep Walks } D ^r for Cow Commons }	—	7	—	—	—	—	—	—	—	—	—	47	13	4
	—	3	—	—	—	—	—	—	—	—	—			
£.	100 — —	19	13	4	14	—	—	160	—	40	—	343	13	4

Appendix, N^o 12.

The Surveyor General of the Woods has in this, as in all the Forests, a general Superintendence, and Care of the Timber, and the Execution of all Warrants for felling Timber for the Navy, or for Sale, and performing Repairs, or any other Works done in the Forest, at the Charge of the Crown; and his Emoluments in this are similar to those which have usually been received by that Officer from other Forests, excepting the Third Poundage of 5 per Cent. on the Money arising from Wood Sales, which does not appear to have been retained in this Forest for the Surveyor General, as it was in those on which we have already reported. The Business of that Office is executed by a Deputy, and the present Deputy Surveyor for this, as well as for Whittlewood Forest, is Mr. Reuben Capes, (One of the Keepers of Whittlewood, under the Duke of Grafton) whose Salary as Deputy Surveyor for both Forests is £. 25 per Annum, which is paid out of the Produce of Wood Sales: And it is worthy of Notice, as an Instance of the loose and irregular Manner in which the Business of that Department is conducted, that the Deputy Surveyor has at Two different Periods, (viz. from 1783 to 1787, and again in the present Year) taken a Poundage of 5 per Cent. for his own Use on the Sale of the Offal Wood and Bark of Navy Timber, without Authority from his Principal, assigning as his Reason for it, that he had been promised an Increase of Salary, which had not been paid to him.

From the Account we have given, it appears that the Interest in this Forest, exclusive of the Rights of the Commoners, is divided between Three different Proprietors, viz. The great Timber and Saplings belong to the Crown, under the Reservation in the Grant of the Coppices; the Underwood to the Duke of Grafton, by virtue of the same Grant; and the Lodges, Lawns, and Care of the Deer, to Mr. Montagu, in consequence of his Office of Warden, Keeper, or Master Forester.

Appendix, N^o 13.

We have endeavoured to discover what the State of this Forest was in ancient Times, before the Grants were made, by which this Mixture of Interests in the Timber and Underwood was created, when the Crown was the sole Proprietor of both; and what it has produced in later Times, since the Date of those Grants; and we have found (among the Papers collected by Sir Julius Caesar, One of the Ministers of King James I.) a Survey of the Timber and Wood belonging to the Crown in the County of Northampton, taken in the Year 1608, by Men of respectable Character, acting under the Control of the Earl of Exeter and the Lord Stanhope, from which it appears that there were at that Time growing in this Forest 15,274 Timber Trees of Oak, then valued at £. 11,951, besides 440 decaying Trees, valued at £. 140. 13 s. 4 d. The Number of Loads of Timber is not mentioned in this Survey; but as we find, from other authentic Documents of the same

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Period, that the general Price of Oak Timber was then about 10s. per Load, Girt Measure, the 15,274 Oak Trees which were valued at near 16s. each, must have contained, One with another, not less than a Load and a Half of Timber, or about 22,911 Loads, Girt Measure, which is equal to 34,366 Loads, Square Measure.

Appendix, N^o 14.

On a Survey taken in 1783, by Mr. Rouben Capes, the Deputy Surveyor, under the Authority of the Surveyor General of the Woods and Forests, in Obedience to an Order of the House of Commons, there were reported to be then in this Forest only 2,918 Oak Trees fit for the Navy (including all Trees down to 30 Feet of Timber) containing by Computation 3,745 Loads of Timber, Square Measure; and only 194 scrubbed, dotard, or defective Trees of above 30 Feet each, besides Browie Trees, of which there were 8,266 Oak Trees, containing by Computation 7,338 Loads of Timber, Square Measure, and 8,914 Browie Ashes;—so that the Timber fit for the Navy, according to this Survey, was little more than One-tenth Part of the Quantity fit for Naval Use growing in this Forest in 1608. The annexed Statements of the Timber supplied from this Forest for the Navy, and of the Wood and Timber sold there for the Use of the Crown, since the Death of the Queen Dowager, when the Grantees of the Coppices entered into Possession, will shew that the small Stock of Timber, said to be remaining in 1783, is not accounted for by the felling of any great Quantities during the present Century; and, admitting that the Survey in 1783 may not have been taken with perfect Accuracy, and that the growing Timber may have been somewhat under-rated, no Error of that Kind can be supposed of such Magnitude, as to account for so extraordinary a Diminution.

Appendix, N^o 15.Appendix, N^o 16, 17.

On perusing the Accounts of the Surveyor General of the Woods, from the Death of the Queen Dowager to the End of the Year 1786, we find that the whole Produce of the Timber and Wood felled and sold in this Forest for the Use of the Crown, within that Time, amounts to the Sum of —

£.	s.	d.
8,447	3	21

Appendix, N^o 16.

The Payments for Repairs of Lodges, and other Works there, during the same Period	—	—	4,466 9 8½
Annual and other Allowances to the Woodward, paid out of the Produce of Wood Sales	—	—	976 14 —
Fees and Poundages to Officers, Expenses attending the Sales, and other incidental Charges	—	—	1,048 17 6
			6,492 1 21
So that the Disbursements exceed the Produce of the Wood Sales by the Sum of	—	—	£. 44 18 —

But there is to be taken into the Account the Value of the Timber supplied from the Forest for the Use of the Navy, from 1781 to 1786 inclusive, which, by the annexed Account, appears to be 908 29 ^{Loads, Feet.} of Oak Timber, and the Value thereof, with the Lop, Top, Offal Wood, and Bark, as accounted for by the Surveyor General, is —

£.	s.	d.
2,414	19	5

Appendix, N^o 17.

Prior to 1781 no Naval Timber was had from this Forest, from the Time of the Death of the Queen Dowager; and the Accounts of what has been felled since 1786 have not yet been passed before the Auditor.

The Fees, Poundages, and other Expenses charged in the Accounts of that Timber, amount to	—	—	303 4 3
Net Produce of the Naval Timber	—	—	£. 2,111 15 2

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	Brought forward	—	£. 2,111	15	2
From which is to be deducted the above stated Balance on the Account of Wood Sales	—	—	—	—	44 18 —
Leaving as the Net Produce of the Wood and Timber of this Forest, from 1705 to 1786, according to the Accounts of the Surveyor General of the Woods remaining in the Office of the Auditor of the Land Revenue	—	—	—	2,066	17 11
But against that Sum is to be set the Amount of the Warden's Fee or Salary of £. 40 per Annum, paid out of the Exchequer, and of the Woodward's Patent Salary of £. 5 per Annum, paid out of the Land Revenue, amounting, from 1705 to 1786, to	—	—	—	3,645	—
So that the Expences on this Forest from 1705 to 1786 have exceeded the whole Produce of the Wood Sales and Navy Timber during that Time, by the Sum of	—	—	—	£. 1,578	2 10 1

Appendix, N^o 19.

At first Sight it must appear extraordinary, that so valuable a Property as the Timber and Trees of every Kind in a Forest of above 1,800 Acres Extent, the greatest Part of it Wood Land, fully planted, and the Soil the most excellent for the Growth of Oak, should have been so unproductive to the Proprietor; and that, at the same Time, the Stock of Timber remaining in the Forest should be so inconsiderable, in Comparison of what once was there; more especially as there are not in this Forest any other Charges to be defrayed out of the Produce of the Timber, than the Repairs of Four small Lodges for the Under Keepers, and of a moderate-sized Dwelling House for the Warden, the small Salary of £. 15 to the Woodward, and a Proportion of that to the Deputy Surveyor. In our Opinion, therefore, this can only be imputed to the ruinous Effects of a Mixture of opposite Interests in the same Property, and of the System of Management of the Royal Forests which has prevailed for many Years past.

Appendix, N^o 18.

There cannot indeed be a stronger Proof of the bad Effects of that System, than what arises from the vast Number of Oak Trees lopped for Browfe Wood; and we know from the Information of Mr. John Collinridge, the Officer employed by the Navy Board to take the Charge of the Navy Timber in Whittlewood and Salecy Forests, that some of the Browfe Trees are very large and sound Trees, fit for the Service of the Navy. The Waste and Spoil of Timber, occasioned by the lopping of so many Trees for Browfe, far beyond what can be necessary for the Sustainance of the Deer in this small Forest, is obviously owing to the present Mode of paying the Salaries of the Lieutenant and Keepers, which are defrayed by the Warden, chiefly from the Sale of Browfe Wood. This wasteful Practice, we think it necessary to observe, has not been introduced, nor has the Number of Browfe Trees been increased, by the present Warden; but, at the same Time, we think it our Duty to remark, that the cutting of Browfe Wood, beyond what is absolutely necessary for the Support of the Deer, does not appear to be authorized by the Terms of the Patent under which that Office is held, and by which the Patentee engaged to pay the Wages of the Lieutenant and Keepers, in Consideration of the Allowance of £. 40 a Year; and if the Patentee has now a Right to cut Browfe Wood, in order to raise a Fund for the Payment of those Salaries, it must have been acquired by long Usage only.

Among the Privileges belonging to the Warden or Deputy Warden, our Surveyor enumerates that of cutting Bushes and Underwood, in the Plains, open Ridings, and Lawns in the Forest, which contain about 650 Acres. The Exercise of this Privilege must ever prevent a Succession of young Trees in these Parts of the Forest, where, being constantly exposed to Injuries from the Deer and Cattle, none can possibly grow up but under the Protection of the Bushes; and accordingly

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we find that there are a few Oak Timber Trees, Ash Pollards, and Buihes growing there, but no young Saplings of any Kind.

The Office of Surveyor of the Woods, as at present constituted, the Nature of its Perquisites, and the Mode of executing the Business of that Department, are additional Causes of Waste and Expence. The Poundage of 5 per Cent. on all Monies coming to the Hands of the Surveyor General, and another Poundage of 5 per Cent. on the Expenditure of those Monies, make it for the Interest of that Officer to fell the Timber, and to promote and enhance the Expence of Repairs and Works in the Forests.—The Whole of the actual Business in the Forests being transacted by Deputies, and those Deputies not acting upon Oath; the Sales of the Wood and Timber being wholly under their Direction, without any adequate Check or Controul; and those Deputies, in many Instances (as appears by our former Reports) the Buyers of the Wood and Timber sold by themselves; the Works and Repairs being either performed by them, or by Workmen of their Appointment, upon Estimates of their own forming; and neither those Estimates made on Oath, nor the Works afterwards surveyed, or the Accounts sworn to, by those who transact the Business, though the Surveyor General himself is accountable on Oath, must leave the Whole entirely dependant on the personal Integrity of an Individual, who is neither, from Rank or Situation, or the fair Emoluments of Office, placed above the Temptation of ordinary Corruption; and yet this Officer is the only one who has any special Charge of the growing Timber in the Forests.

See Reports,
N^o p. 5, and 6.

The Stools or Roots of the Trees felled, which unquestionably belong to the Crown, are here taken by the Keepers: The Value of them, when dug up, is from One Shilling to Five or Six Shillings each—One Half of which is allowed for the Labour of raising them. In a large Fall of Timber this Article might be worth Attention. In New Forest the Roots of Trees are sold and brought to Account, under the Title of Moor Wood; but the Deputy Surveyor of this Forest, whose Duty it is to attend to the Interests of the Crown there, is One of the Keepers of Whittlewood Forest, as his Father, the late Deputy Surveyor, was for many Years before, and One of those who turn this Article to their own Emolument.

Appendix, N^o 12.

To any one who considers the natural Tendency of such a System of Management, it cannot be surprising that any Property whatever should not prove very productive.

The Soil of this Forest appears to be peculiarly adapted to the Growth of large Timber, as a Proof of which may be mentioned, that there is One ancient Oak Tree 17 Yards in Circumference; and the Trees in general are larger and longer than those in the neighbouring Forest of Whittlewood: But the Underwood here is of much less Value, the Land being cold and wet, and lying very flat. The Succession of young Timber in this Forest is, comparatively, very small, chiefly owing to the great Quantity of Browe Trees, which, in 1783, were no less than 17,450, of Oak and Ash, being more than double the Number of all the other Trees in the Forest, down to Saplings and Storers of Two Feet each.

Appendix, N^o 18.

Appendix, N^o 3.

It was probably owing to the Distance of this Forest from the Dock Yards, and the Expence of Carriage, that no Timber was brought from thence for the Use of the Navy before the Year 1781. The Land Carriage to the River Lea, at Hertford, to which the Naval Timber from Saley has generally been conveyed, is Fifty Miles, and the whole Expence of the Land and Water Carriage, £. 3. 18s. per Load, Square Measure.—To lessen that Expence as much as possible, the Timber is felled and converted in the Forest, under the Direction of a Shipwright from Deptford Yard; and it is probable that the Expence of Carriage may be farther reduced by Means of a Canal lately made from Oxford to Banbury, by drawing the Timber, when the Roads are good, out of the Forest, to Towcester, about Six or Seven Miles, from whence there is a Turnpike Road to Aynhoe Wharf, on that Canal, and the Distance not more than Half the present Land Carriage to Hertford.

Appendix, N^o 20.

After attentively considering the Situation of the Rights of the Crown in this Forest, we are of Opinion, that from the Circumstance of the present Warden, being the only surviving Heir Male of the Grantee, and the Probability that the valuable Interest in the Forest annexed to that Office may, at the End of One Life, revert to the Crown, it will be for the Advantage of the Public to postpone any material Alteration in the Property, till that Grant shall expire; and we would now only propose the establishing such Regulations as appear to us necessary to be observed, while the Interests in the Forest shall continue as they now are.

In the First Place, we would recommend that a new and minute Survey should be taken by a skilful Surveyor, on Oath, of all the Trees remaining in the Forest, in Classes, according to their Size, from Standils and Storers up to the largest Timber Trees, and deposited both in the Navy Office and Office of Forests. That all the Trees of Ten Inches square and upwards should be numbered progressively with Paint upon the Bark, corresponding with the Survey. That a Duplicate of the Survey should be delivered to the Deputy or Agent from the Office of Forests, intrusted with the Care of the Timber; and another, of the Parts within each Walk, to the respective Keepers, who must be considered to be responsible for the Trees and Saplings under their Charge. That prior to every Cutting of the Coppices, the Wavers or Saplings proper to be left standing should be marked, by or under the Direction of the Deputy Surveyor. That the Keepers should take Care that none of them be cut by the Buyers of the Underwood; and that no Person be suffered to gather Acorns in the Coppices, at least during the Time they shall remain inclosed. That immediately after the Cutting of the Underwood a Purveyor of the Navy should attend, with the Deputy Surveyor, to mark such Trees fit for the Use of the Navy, as would suffer by standing till the next Cutting, and any scrubbed or other Trees or Saplings, proper to be cut for Sale, or for thinning the Woods; a Return of which, signed by the Purveyor and Deputy Surveyor, should forthwith be transmitted to the Office of Forests, and from thence to the Treasury; and that no Trees whatever be cut without a Warrant, signed by His Majesty, and counter-signed by the Lords of the Treasury. That the Timber fit for the Service of the Navy should be delivered into the Charge of the Purveyor, being first duly measured; and an Account of the Quantity, in Square Measure, signed both by the Purveyor and Deputy Surveyor, transmitted to the Navy Board and Office of Forests. That the Trees unfit for Naval Purposes, and the Offal Wood and Bark of the Navy Timber, should be valued by competent Judges, on Oath, and divided into Lots, and sold by Auction, the Sales being previously advertised at least Three Weeks, to give Time to Persons wishing to become Purchasers to examine the Value of the respective Lots; and that the Sales should be made in the Presence of Two Justices of the Peace, who should attest the Accounts of the Lots sold, and the Prices of them. That after the Felling of the Timber, an Account should be taken by the Deputy Surveyor and Purveyor of all the Trees and Saplings then remaining in each Coppice, in Classes, as before-mentioned, and Returns thereof made to the Navy Board and Office of Forests, with a Report of the State of the Coppices (Duplicates of those Returns being kept by the Deputy Surveyor, and the Keepers of the respective Walks); and that Saplings or Acorns should be planted in those Parts of the Coppices where there are too few.

We would also recommend that the lopping of Oak Trees for Browfe, which is by no Means necessary for the sustenance of the Deer (as is evident in the Case of New Forest, where it is prohibited by Act of Parliament, though the Deer are Ten Times more numerous than in this Forest) should, by an Arrangement with the Warden, be discontinued in future, and an Equivalent given to him in Money for the Diminution of the Profit by Sale of Browfe Wood (to be applied in Payment of the Wages of the Keepers) if it shall be found that by long Usage he has acquired a Right to that Perquisite; and after such an Arrangement with the Warden, the Browfe Wood cut from the Ash Trees might be allowed to the Keepers for their Fuel, and none should be suffered to be sold on any Pretence.

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The System respecting the Repairs of Lodges, or other Works to be done at the Charge of the Crown, which in all the Forests is a Source of great Expence and Waste of Timber, should be entirely changed, and those Perquisites which hold out such strong Temptations, both to the felling of the Timber improperly, and enhancing the Charges and Disbursements in the Forests, should be altogether abolished. The previous Estimates of all such Works should be made on Oath, by competent Workmen, and an Opinion as to the Necessity and Propriety of them, as well as on the Expence, should be reported to the Treasury, from the Office of Forests, before any Order be given for such Works, and that none whatever should be performed without a Warrant from that Board. That any considerable Works of this Nature should be advertised, and done by open Contract, and regularly surveyed, to see that they are duly executed, and the Accounts and Vouchers for the Expenditure should be finally rendered on Oath, before the proper Auditor; and all old Materials not fit to be used again should be sold, and brought to Account, in the same Manner as Monies arising from any other Source.

When the Grant of the Office of Warden shall be determined, we humbly think that it would be advisable either not to make any farther Grant of that Office, or that only a temporary Appointment of a Warden should take Place until such an Arrangement has been made respecting the Property of the Timber and Underwood, and the Rights of the Commons, as shall be found expedient and practicable.

In forming an Opinion what Measures it would then be most advisable for the Public to adopt, there are various Circumstances which merit Consideration.

We are sensible, that under the best Plan of Management which can be devised, the Care and uniform Protection which a Nursery of Timber requires will always be found more difficult, and more expensive in any Situation to the Public, than to a private Proprietor; and if it were certain, that a regular Supply of Timber for the Use of the Navy could be obtained from private Estates in this Country, we should think it for the Advantage of the Public to sell the Whole of the Forests, and invest the Price in the Public Funds, instead of attempting the Improvement of any of them by its own Officers and Servants. It is the concurring Information which we have hitherto received of a gradual Decrease in the Quantity of growing Timber, the Prospect of a Scarcity, and the Danger of depending upon other Countries for the Support of our Navy, which alone could induce us to recommend that Government should undertake what we know to be so difficult, as the Management, Protection, and Improvement of Woods and Timber: But since there is Cause to apprehend a Scarcity, and that this Measure is therefore become highly expedient and necessary, it is extremely desirable that the Forests to be retained by the Crown, and improved by its own Officers, should be such as are possessed of every natural Advantage, in Point of Soil, Situation, and Extent, to make up for the Disadvantages attending public Management, so as that the Timber may cost as little to the Public as possible: They should be of such Extent as to make it worth while to employ proper Officers in them, dependant on the Office of Forests and Navy Board, to form Checks on the Conduct of each other; they ought to be few in Number, and situated conveniently for Carriage to the Dock Yards, that the Expence of conveying the Timber may be moderate, and that they may be visited often, and without much Expence, by principal Officers in those Departments, and the State and Condition in which they are preserved, made known by their Reports to those Offices, to the Treasury Board, and to Parliament.

The Forests which were the Subject of our former Reports enjoy those Advantages; and we therefore gave it as our Opinion, that they should be kept in the Possession of the Crown. The Forest of Salcey is in some Respects different, and does not possess all those Advantages. The Distance of the Forest from the Dock Yards, and from any

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navigable

See Page 3.

navigable River, as we have before observed, is so considerable, that the Carriage of the Timber has been hitherto no less than £. 3. 18 s. per Load, notwithstanding the Precaution taken by the Officers of the Navy Board to lessen the Expence, by squaring and converting the Timber in the Forest; and though that Expence may probably be lessened in future, by Means of the new Canal before-mentioned, yet, according to the best Calculation we are enabled to make, the Carriage will still be more expensive than from the Forest of Dean, New Forest, or Alicholt. The Extent of this Forest is also not so great as we think desirable in a Forest to be retained and improved by the Crown; and there will still be a Mixture of Rights in it, even after the Grant of the Wardenship shall expire, while the Duke of Grafton retains the Property of the Underwood; but, on the other Hand, the Soil of this Forest is found to be peculiarly adapted to the Growth of great Oak Timber, the Trees there rising to such a size, as to furnish the principal Pieces necessary in the Construction of our largest Ships, now very difficult to be procured, and which few Soils are capable of producing in an equal Degree.

Under these Circumstances, we humbly think it would be advisable, when the Wardenship of the Forest shall revert to the Crown, that Endeavours should be used to effect a Settlement with those having Right of Common in the Forest, by which they should agree to permit the Coppices to continue a longer Time inclosed, in Consideration that the Deer should be either wholly removed from the Forest, or confined entirely to the Lawns, or some other Part which can be kept constantly inclosed: And in this Case Power might be given to Commissioners appointed by the Crown and the Commoners, to determine what Number of Years, added to the present Term of Inclosure, would be an Equivalent for removing the Deer: And we think it would also be advisable to make an Offer either to transfer to the Family of Grafton all the remaining Rights of the Crown there, on Condition of delivering an adequate Quantity of Timber Annually for the Use of the Navy, of such Dimensions and Descriptions as this Forest may be expected to produce; or to purchase from that Family the Right to the Underwood, if they shall be disposed to part with it on reasonable Terms, so as to put an End to that Mixture of Rights, which not only prevents the full Improvement of Property, but introduces Waste, and renders the Management more expensive and difficult.

If either of the Proposals for an Arrangement with the Duke of Grafton shall be adopted, the Quantity of the Timber to be delivered Annually for the Navy, in Return for the Rights to be transferred to the Duke of Grafton; and all the Conditions necessary in such an Agreement, or, on the other Hand, the Price to be paid by the Crown for the Right to the Underwood, may be determined by Treaty, or settled by Commissioners or Arbitrators, to be appointed by the Crown and the Duke of Grafton.

If the Plan of accepting a stipulated Quantity of Naval Timber, in lieu of the present Rights of the Crown, shall be preferred, we apprehend it would be necessary, in order to ensure a permanent Succession of Timber in that Forest, and render it capable of yielding the Annual Supply, that the Grantee or Purchaser should be restrained from converting any of the Wood Lands into Tillage or Pasture; that he should be bound to leave standing a certain Number of the most thriving Standils or Saplings of Oak, on every Acre of the Coppices, and to preserve them from Spoil; and that the Forest should be visited often by an Inspector or Surveyor from the Office of Forests, to see that those Conditions are duly complied with; that no Oak Tree whatever should be cut, except in Barking Season, and that during that Time a Purveyor, or Officer from the Navy Board, together with an Inspector or Surveyor from the Office of Forests, should attend, the former to see that the Timber to be rendered to the Public be made up of that Sort of the Year's Falling which is best adapted for the Service of the Navy, and both of them as a Check on the felling too great a Quantity in any One Season, in Proportion to the Stock remaining for the future Supply:

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Supply; and, with this View, all the Trees proposed to be felled in each Season, as well for the Use of the Grantee as for the Public, should be set out in the Prefence, and with the Approbation, of those Officers, and marked with both their Hammers; and proper Penalties should be enacted to enforce the Observance of those Conditions. Such Clauses would not only in our Opinion be necessary for securing the Supply for the Navy from this Forest, but, we have Reason to believe, would be particularly desired by the Duke of Grafton himself, as a Security against the Danger of the Timber being improvidently and profusely cut by any future Proprietor, to the Prejudice of his Successors; from the Apprehension of which Danger his Grace has expressed some Objections to this Proposal.

By Means of such an Arrangement, the Two Objects which we have constantly in View, of putting an End to that Mixture of Rights so prejudicial to the Improvement of all Property, and of providing a Supply of Timber of the most valuable Kind for the Navy, would both be attained; while the Disadvantages attending the Cultivation of Timber by the Officers of the Crown, in a Forest rather too remote, and of too limited an Extent, would be avoided.

But if instead of this Plan, the purchasing of the Underwood shall meet the Approbation of the Crown and the Duke of Grafton, such Regulations should be established as may be necessary both to secure to the Crown the full Benefit of the Underwood, though a secondary and inferior Object, and to provide effectually for the future Growth and Preservation of Timber in this Forest.

To this End we would advise that as the Coppices come in Course of cutting, the Wavers or Saplings proper to be left standing should, in the First Place, be marked in the Manner mentioned in the former Part of this Report. That the Underwood should then be valued by competent Judges, and sold by public Auction, in Lots not exceeding One Coppice in each, under the Direction of an Agent appointed by the Office of Forests, and in the Prefence of Two Justices of the Peace, the Sales being previously advertised, as in the Case of a Sale of Timber. That the fencing of the Coppices, after each Cutting, should be done by Measure, at Prices to be previously approved by the Office of Forests. And that the Timber proper to be cut for the Navy, for Repairs, or for thinning the Woods, should be felled and disposed of in the Manner already described.

But if neither of these Two Plans shall be carried into Effect, and the Rights of the Crown and the Grafton Family to the Timber and Underwood shall remain unaltered, the same Course will be proper to be pursued, with respect to the marking of the Saplings before the cutting of the Underwood, and the felling and Disposal of the Trees proper to be cut, as is mentioned in the former Part of this Report.

If the Crown shall still retain the Property of the Timber, and it shall be judged proper that the Offices of the Warden and Keepers should be continued, those Offices should undoubtedly be put under such Regulations as may best promote the Increase and Preservation of the Timber. The Wardenship, we humbly conceive, should be granted only during Pleasure, and the Keepers should be in the Appointment of the Treasury, and subject to the Direction and Controul of the Office of Forests, as we have recommended in our Report on New Forest. Neither the Warden nor Keepers should have any Perquisite arising from the Timber, or detrimental to it: The Salaries of the Keepers should be paid in Money, arising from the Sale of the Offal Wood of Navy Timber, and the Thinnings of the Woods; and the same Regulations should be put in Force respecting the Browlie Wood, as we have before recommended.

If an Arrangement should be made with the Commoners for the Removal of the Deer and lengthening the Term of Inclosure, and the Property of the Underwood be purchased, the Rights of the Crown in this Forest will then be more favourable to the Growth of Timber than they were even when the Survey was made in 1608; and under a proper Course of Management a very considerable Stock of Timber may again be produced there.

We shall only observe farther, that if the Forests of Whittlewood and Salcey shall both remain under the Management of the Officers of the Crown, one Deputy or Agent from the Office of Forests, may, from their Vicinity to each other, continue, as at present, to have the Superintendence of both; and the same Officers who shall from Time to Time be sent from the Office of Forests, or the Navy Board, to inspect the one, may, without much additional Expence or Loss of Time, proceed to the other.

Land Revenue Office,
Scotland Yard,
December 13th, 1790.

CHAS MIDDLETON, (L. S.)
JNO CALL, (L. S.)
JOHN FORDYCE, (L. S.)

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A P P E N D I X.

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N° 1.

PERAMBULATION of the Forest of SALCEY, in the 27th Year of King Edward 1st.

Rot. Perambulac de Anno Regni Regis Edwardi Primi Viceſimo ſeptimo. m. 11.

NORTH: REX Omibz ad quos, &c. **SALTĒ SCĬATIS** qđ Cum Coſtas Regni nŕi nŕo **SALCETO**, conceſſerit Quintadecimam omĩam Bunde ſubr mobilium que hebũt in Feſto S^ci Michis pŕimo futuro extunc taxandũr quequidem Quintadecima poſt hujusmodi Taxacĩem colligi debet, levari & ſideliŕ nŕo ſolvi, Volumus et concedimus p nŕo & hereditibz nŕis qđ pambulacĩes ſacte coram dñbo & ſideli nŕo Rogio Brabanzoun & Socijs ſuis ad hoc affignatis qđ pŕceptum nŕm de Forestis nŕis in Coſt Northion decet'o teneantur & obſerventur qđ Metas et Bundas contentas in eiſdam pambulacĩibz qũar Tenor de Verbo ad Verbum ſequitur in hunc modum. **PERAMBULAC** ſcũ in Forestis de Salſeto & Wytlewode Die Ven'is pŕ ante Feſtum Aploŕ Simonis et Jude Anno Regni Regis Edwardi Fil Reg Henŕ Viceſimo ſeptimo qđ pŕceptum Dñi Regis Edward qđ Sacrum Walt'i Fil Rũbei de Davinere, Galfrĩd de Sandrecre, Johes de Roſſele, Willi de Wooton, Elye de Preſtoſe, Johĩs de Hargrave, Thome Malchaks, Rog'i Muſſindene, Ade de Tourſimere, Rũbi Le Bon Henŕ Gobyon, Johĩs de Barnevill, Johes de Gravenſente, Theobald' de Evenle, Thome de Gretworthe, Reginald Cũil, Johĩs de la Hacche, Johĩs de Wydevĩll, Johĩs le Forether, Reginald Malloŕ & Johĩs de Cumſyntone ad hoc electi coram Rog'o Brabanzoun, Johes de Berwyk, Rado de Hengham & Joh' de Croket Juſtic ad hoc affignat. **QUI DICUNT** qđ Sacra ſũt qđ prima Meta ſeu Bunde de Foresta de Salſeto, Videlicet, de Boſco de Hurnewode incipit apud Hurnewodenoks verſus Eliſas int'. Coſceptum et Campum uſq Strolnoks et de Strolnoks uſq Arkyleſhaveden vſus Auſtrum Et de Arkyleſhaveden ſubtus Boſcum uſq ad viam que ſe ducit ior' Coſceptum et Granam Abbatis S^ci Jacobi North' excludendo dñm Granam et ſic aſcendendo qđ illam Viam uſq ad locum qui vocatur Nok oppe le Schorte, Et deſ Nok oppe le Schorte uſq Brechorne vſus Boream Et de Brechorne infra quoth' Foſſatum uſq Hurnewodenok includend' in foreſta quoddam Affartũm quod vocatur Kynges Rode cujus Buode hec ſunt Videſt de Divũ vſus Le Brende & ſic qđ illam Divũ uſq Nonnewode & ſic uſq Nonnehache et de Nonnehache uſq Phelipeſwode Dicunt etiam qđ Boſcus de Chadellſone et due Graoe de Wyſſone vidz Schorte Grane et Childerwode qui ſunt de Feodo de Rammefeye primo aſſoreſtati ſũnt qđ Regem Johẽm et modo Rẽm Tenorem Carte debent deaforeſtari iſte ſunt Mete ſeu Bũd de Salſeto vidz de Hortenehache uſq Hanoedyk et ſic qđ dñm Hannedyk uſq Pikeleſhache et de Pikeleſhache qđ quoddam Foſſatum int' Comitũ Northton et Bokyngham uſq Weſthale, et de Weſthale qđ dñm Foſſatum uſq Wytenokdyk et de Wytenokdyk excludend' Feod Comit Warwyk uſq Olneſate, Et de Olneſate uſq Waterlade includend' aſſart de Newelond et Bollardelſeye uſq Leyelkrete et ſic uſq Leyelkreteſende, Et de Leyelkreteſende qđ quoddam Foſſatum int' Coſceptum et Campum uſq Phelipeſtron, Et de Phelipeſtron excludend' Boſcum de Eliſa uſq Kyngelwoyate Et de Kyngelwoyate qđ Viam que ſe ducit vſus Cortesbale excludend' extra Foreſtam totum le Bernet juxta Cortenbale et ſic deſcendendo qđ Paſtũr Boũ Grangie Monachũr S^ci Andree Northton uſq ad Capud cuiusdam Foſſat quod ducit ad Grangiam eordem Monachũr Et ſic qđ dñm Foſſatum uſq Buriwell et de Buriwell uſq ad Capud Foſſati de Arnbo Et ſic qđ dñm Foſſatum uſq ad aliud Capud cuiusdam Foſſat vſus orientem qđ vocatur Waterſwolen et de Waterſwolen qđ quoddam Foſſatum uſq Halleyate et de Halleyate qđ quoddam Foſſatum uſq ad Brunecroſtes Scil, Et de Brunecroſtes Scil qđ dñm Foſſatum uſq Meregrene Et de Meregrene qđ medium Calcutethorne uſq Merellade Et de Merellade uſq Flexleye Et de Flexleye includend' Aſſart qđ Walt'us de Pydington tenet uſq Hortonhache.

This is a true Copy of the Record in the Tower
of London, having been examined,

ROBERT LEMON,
Chief Clerk.

N^o 2.PERAMBULATION of the Forest of SALCEY, in the 15th Year of King Charles the 1st.Ex Rōt N^o 1. in Bunde 2. inter Claves Foreste de Salcey io Cōm Northōn de Anno Regni Regis Caroli primi 15^o.

Foresta Dñi Regis } PERAMBULACŌ fca per Ricm̄ Marryott Gen^l Robm̄ Whitneye Gen^l Johem
de Salcey. } Marryott Thomam Church Thomam Bell Willm̄ Harrison Johēm Evans
Johēm Butcher Thomam Hodgkyn Georgiū Battison Georgiū Warner et
Robm̄ Balle Regardatores Foreste de Salcey prēd de Mens et Bunde ejuf-
dem Foreste Vicissim primo die Junij Anno Regni Dñi nri Caroli Dei Grā
Anglie Scotie Fraucie et Hibnie Regis Fidei Defensor &c. Decimo quinto.

QUI DICUNT qđ Mete et Bunde Foreste de Salcey predicti incipiunt ad Pontem meridionāl
de Northōo et per Aquam de Neas usq ad Staplebrugge modo coiter vocat Willingboroughe
Bridge exinde per viam Coofuniter vocat Bedford Way usq Hildes-crosse et exinde usq Nanaers-
hatch modo coiter vocat Nun-woodhatch, et exinde usq Cherleyes Chade modo coiter vocat
Yardley Chace et sic ad Crugghowfengde modo eniter vocat Cogenhoe-brande, et exinde a
Cherries bey et per Doft aque de Glite brooke usq Hadesmore et exinde usq Ripam de Owfe,
et exinde per cursum aque usq ad Ripam de Towcester et ita usq ad Villam de Towcester Et de
Poote de Towcester usq ad viam inter Oxōa et Northōn et per illam viam usq ad Pontem de
Northōn qui dicitur Pons Meridionalis.

Richard Marriott
Robert Whitneye
John Evans
W^m Harrison
R. Balle
Tho^s TB Bell
John Marriatt
Thomas Church
John Butcher
George Battison
Tho^s B Hodgkyn
George Warner.

This is a true Copy of the Record io the
Tower of London, having been examined,

ROBERT LEMON,
Chief Clerk.

N^o 3.

AN ACCOUNT of the Coppices, Lodges, Lawns, and other Lands within the Forest of Salcey, in the County of Northampton; extracted from a Survey thereof, made by Order of the Commissioners of the Land Revenue, by Richard Davis, 1787.

SALCEY FOREST is situate in the Parishes of Hanlop, Hartwell, Afton, and Piddington, and a Part is extra-parochial. The Whole is comprehended within One Ring Fence, and contains in Length Two Miles and a Half, and in Breadth One Mile and a Half, and is distant Seven or Eight Miles East of Whittlewood Forest.

The Forest comprises Three Walks, called Hanlop Walk, Piddington Walk, and Hartwell Walk, to each of which there is a Keeper appointed by the Ranger; and there is a Fourth Division, called The Deputy Ranger's Walk.

Hanlop Walk	{ is situate on the South East Side of the Forest, partly in the Parish of Hanlop, and Part is extra-parochial.—This Walk contains Nine Coppices, many Plains and Open Ridings never inclosed, Hanlop Lodge, and Lodge Yard, and the Page Keeper's Lodge.
Piddington Walk	{ is situate in the Parish of Piddington, on the North Side of the Forest, and contains Eight Coppices, and One Half of Shrubby Coppice, several Plains and Open Ridings never inclosed, and Piddington Lodge.
Hartwell Walk	{ is situate on the West Side of the Forest, in the Parishes of Hartwell, Afton, and Piddington, and Part is extra-parochial, and contains Six Coppices, and the Remainder of Shrubby Coppice, several Plains and Open Ridings never inclosed, a Lodge Yard, and Hartwell Lodge.
The Deputy Ranger's Walk	{ is situate in the Middle of the Forest, Part in the Parish of Piddington, and Part is extra-parochial.—This Walk contains no Coppices, but only the Ranger's Lodge, and Inclosures thereto belonging, and Two Lawns.

C O P P I C E S.

In Hanlop Walk.

Age of the Underwood, Years.					A.	R.	P.	A.	R.	P.
11.	Dean Way Coppice	—	—	—	—	36	3	10		
14.	Organ's Hill Coppice	—	—	—	—	66	—	2		
1.	Hanlop Hollows Coppice	—	—	—	—	52	—	11		
18.	Rose Coppice	—	—	—	—	84	1	35		
20.	Great Straits Coppice	—	—	—	—	16	2	3		
12.	Dean's Coppice	—	—	—	—	43	—	31		
4.	Knighston's Coppice	—	—	—	—	58	—	23		
7.	Prentice Coppice	—	—	—	—	64	—	24		
21.	Rollis Mear Coppice	—	—	—	—	64	3	29		
									486	1 12

In Piddington Walk.

3.	Little Straits Coppice	—	—	—	—	16	1	22		
8.	Limebed Coppice	—	—	—	—	51	3	31		
12.	Club's Coppice	—	—	—	—	47	—	12		
2.	Wake's Coppice	—	—	—	—	55	1	28		
1.	Madison's Coppice	—	—	—	—	55	3	22		
18.	Crab Tree Thick Coppice	—	—	—	—	24	—	33		
20.	Shrubby Coppice, in Part North Side	—	—	—	—	13	3	15		
11.	Hazle Coppice	—	—	—	—	29	1	20		
2.	Atterbury Coppice	—	—	—	—	43	—	15		
									337	— 38

In

In Hartwell Walk.									
Age of the Underwood Years.							A.	R.	P.
5-	Hartwell Clear Coppice	—	—	—	—	—	73	2	36
15-	Quinton Tongue Coppice	—	—	—	—	—	35	—	23
15-	Stoneway Coppice	—	—	—	—	—	57	2	—
20-	Shrubby Coppice, South Side	—	—	—	—	—	9	2	—
3-	Rush Coppice	—	—	—	—	—	24	2	30
14-	Sandpit Coppice	—	—	—	—	—	51	—	18
18-	Lay Thick Coppice	—	—	—	—	—	46	2	21
									298 1 8
24-	—	—	Total of the Coppices	—	—	—	—	—	1,121 3 24

PLAINS and OPEN RIDINGS, &c. never inclosed.

In Handlop Walk.									
Part of Salcey Green, Fern Quarter, Little Quarter, and Lawn Quarter, Sour Meas Quarter, Knighton's Quarter, Port Way in Part, and the Open Ridings —							Acre.	R.	P.
							190	2	21
In Piddington Walk.									
Club's Nook, Hanganon's Quarter, Madison's Quarter, Hollow Quarter, and the Open Ridings —							130	3	34
In Hartwell Walk.									
Hartwell Clear Strips, Part of Portway, High Oak Strips Hollow Quarter, Three Bridge Quarter, Nine Oak Tongue Quarter, Sandpit Strips, Lay Thick Strips, and Part of Salcey Green —							149	1	22
							470	3	37

LODGES and LANDS in the Occupation of the Ranger and Keepers.

The Right hon^{ble} Frederick Montagu, Ranges.

The Great Lodge, Stables, Buildings, Yards, Gardens, &c.									
The Great Lodge, Stables, Buildings, Yards, Gardens, &c. —							A.	R.	P.
The Grass Field, Crop of Grass, and After-Pasture for Cattle in Common with the Deer —							2	1	33
							30	2	26
							33	—	19
John Meadows, Keeper of Handlop Walk.									
Handlop Lodge, Stable, Buildings, Yard, and Garden —							A.	R.	P.
The Meadow Close —							—	3	5
							10	2	3
							18	1	8
John Sawbridge, Keeper of Piddington Walk.									
Piddington Lodge, Stable, Buildings, Garden, &c. —							A.	R.	P.
The Great Lodge Yard —							—	1	13
The Little Lodge Yard —							8	—	19
Minton's Close —							2	1	7
							2	—	25
							12	3	24
David Cherry, Keeper of Hartwell Walk.									
Hartwell Lodge, Buildings, Yard, and Garden —							A.	R.	P.
The Old Lodge Yard Closes —							—	2	5
The Close adjoining Madison's Coppice —							7	—	7
							1	3	22
							9	1	34

Robert

A P P E N D I X, N^o 3.

25

Robert Allop, Page Keeper.

	A.	R.	P.	A.	R.	P.
The Lodge Buildings and Garden	—	—	—	—	—	—
The Lodge Yard	—	—	—	—	—	—
The Blind Stripe, next Handlop Hollows Coppice	—	—	—	—	—	—
A Cloft taken out of Fern Quarter	—	—	—	—	—	—
Rofe Coppice Stripe	—	—	—	—	—	—
	124	1	18	7	3	3
	22	3	24	74	2	8
	2	3	24			

L A W N S.

There are Four Lawns, where the Common Cattle are at all Times legally excluded by Rails, and only the Deer and Cattle belonging to the Ranger or Keeper admitted at any Time.

In the Deputy Ranger's Walk.

	A.	R.	P.	A.	R.	P.
The Great Lawn	—	—	—	—	—	—
The Little Lawn	—	—	—	—	—	—
The Bowling Green, to the Deer only	—	—	—	—	—	—
	124	1	18	150	—	26
	22	3	24			
	2	3	24			

In Handlop Walk.

	A.	R.	P.	A.	R.	P.
The Lawn or Lodge Yard adjoining Handlop Lodge	—	—	—	—	—	—
	—	—	—	22	3	4

In Hartwell Walk.

	A.	R.	P.	A.	R.	P.
The Lawn or Lodge Yard adjoining Hartwell Lodge	—	—	—	—	—	—
	—	—	—	6	3	4
	—	—	—	179	2	34

A B S T R A C T.

	Acres.	R.	P.
Twenty-four Coppices	—	—	—
Land in Open Plains and Ridings, never inclosed	—	—	—
Lodges, Meadows, and Pasture Grounds, appropriated to the Use of the Rangers and Keepers	—	—	—
The Lawns	—	—	—
	1,121	3	24
	470	3	37
	74	2	8
	179	2	34
Total	1,847	—	23

O B S E R V A T I O N S.

The Underwood in the Coppices cannot rightfully be cut, except at Twenty-one Years Growth. On the cutting of the Coppices, the second-best Acre of the Underwood in every Coppice is set apart for the Ranger; and the Two next best Half Acres (One each) to the Two Verderers. The Remainder is the Property of his Grace the Duke of Grafton, by virtue of a Grant from the Crown.

When a Coppice has gone to Sale, it is inclosed with a strong Hedge and Ditch, made at the Expence of his Grace the Duke of Grafton, on such Parts as are not the Outer Boundary of the Forest. If an Outer Boundary, it is inclosed mostly with Posts and Rails, at the Expence of the Crown. This Hedge is continued Seven Years, in order that the Underwood and Saplings may grow out of the Reach of the Deer and Cattle. Then there are Creeps made in the Hedges, of a proper Size, to admit the Deer, and exclude the Cattle, for the next Two Years; at which Time the Hedge is entirely taken away, and the Common Cattle are admitted for the Remaining Twelve Years. When the Underwood is cut, the Timber is felled for the Use of the Royal Navy, and the decayed and decayed Timber for the Repairs and Ring Mounds, which last are not extensive, most of the Boundary Fence belonging to the adjoining Proprietors. The Coppice is then inclosed again as before, so that the Deer and Commonable Cattle are maintained in the Coppices when open, and so those Plains and Ridings that are never inclosed.

Amongst the Underwood in most of the Coppices are abundantly interperfed Oak and Ash Trees of all Sizes, and but very few Trees of any other Kind. These are referred to the Crown.

G

The

The Soil is well adapted to the Growth of Oaks, which upon the Whole are longer and larger here than in Whitewood Forest; and the Timber harder and better for the Service, with this Difference, that as many of the Oaks are lopped when young, it often occasions Defects in the old Knots. There is a greater Quantity of Browie Trees, in Proportion to the Size of the Forest, here than at Whitewood, which may be One Means of rendering the Succession of Saplings not so numerous, nor the Quantity of Maiden Oaks so great.

There are many Oaks growing on the Lawn, which having been considered as ornamental Timber, are for the most Part become very ancient and unserviceable; One Oak in particular, which is now quite hollow, is Secotum Tardis in Circumference.

The present Mode of Land Carriage of the Timber from this Forest is long and expensive, being to the River Lea, at Hertford, near 50 Miles; and takes a Journey of Four Days, Two going and Two returning. The Carriage might be shortened, by conveying the Timber when the Roads are good to Towcester, about Eight Miles from whence there is a Turnpike Road to Aynhoe Wharf. By this Conveyance the Land Carriage would be only Half the present Distance.

N^o 4.

GRANT of the Office of Warden of the Forest of Salcey, to George Montague, Esq., and his Heirs Male.

Tricesima quarta Pars Patris de Anno RR Caroli Sedi duodecimo.

¶ Con^o Offic^o } REX Omnibus ad quos &c. SALUTEM CUM nos & L^{as} n^{as} Patris sub
Georg Montague } magno Sigillo n^{ro} Anglie sigillat^o ger^o d^o apud Westm^o quinto die
& Her^o Mafcul. } Julij ultimi p^{re}st^o Dedimus & Concessimus dilecto & fidei S^{er}v^o n^{ro} Rob^o
Phelipp^o Armig^o Officiu^o Custod^o Guardian^o Gub^oator & Mag^oi sive Capital^o Forester^o ac Ministr^o
deduct^o Forest^o n^{re} de Sawley in Comitatu n^{ro} Northton sicut se extendit & Met^o et B^ond^o
sive & ambulac^on^{em} inde fact^o tam infra eundem Comitatu Northton q^{uam} alibi infra ali^os Comitatus
cum omib^{us} Memb^oris & p^{re}sentia^o univ^{er}s^{is} Ac ip^{so}s Rob^otm Phelipp^os Custod^o Guardian^o Gub^oator
& Mag^ois sive Capital^o Forester^o ac Mag^oum deduct^o Forest^o n^{re} de Sawley p^{re}dict^o ac omni^o
Memb^oris su^os p^{re}dict^o p^{re} nob^{is} Her^od^o et Successorib^{us} n^{ost}ris sec^ums^{us} c^{on}cess^oms^{us} Stabuliv^{er}is & conf^orat^ois
& eisdem L^{as} n^{as} pat^{er}n^{is} Except^o tamen temp^{or}e & nob^{is} Her^od^o & Successorib^{us} n^{ost}ris omⁿino reservat^o
Officiu^o Mag^oi Forester^o pat^{er}n^{is} & Mag^oi deduct^o Forest^o n^{re} n^{ost}ri^o Part^oes in Forest^o de Sawley necnon
Forest^o n^{re} de Whitewood in Comitatu n^{ro} Northton ac omni^o & singular^o Forest^o & Cunicul^ois in
d^{ist}inct^o p^{ar}tes & in Forest^o de Sawcey & in d^{ist}inct^o Forest^o de Whitewood Hen^od^o Tenent^o Gaudent^o &
Ex^{er}c^{er}ent^o p^{re}dict^o Offic^o & c^{on}cess^oms^{us} p^{re}cept^oms^{us} p^{re}dict^o Rob^oto Phelipp^o & Assignat^o suis
& se vel q^{uod} suffici^{er}ent^o Deputat^o su^os sive Deputat^o su^os suffici^{er}ent^o ad T^{er}minu^o & p^{er} T^{er}mino vite n^{ost}ra ip^{so}s
Rob^oti Phelipp^os unacum omib^{us} & singulis p^{er}sonis Com^oditatib^{us} Junib^{us} Lib^{er}itatib^{us} Privilegiis P^{re}h^{er}ent^o
& Emolument^o quibuscunq^{ue} p^{re}dict^o Officiu^o quocunq^{ue} modo spectat^o vel q^{uod} d^{er}iv^{er}et^{ur} adeo plene lib^{er}e
& laet^{er}e ac in tam amplius modo & forma p^{ut} Georg^os nup^{er} Comes Cumb^{er} Rob^ort^os nup^{er} Comes Elix^o
Xp^ost^oer^ous Hazon Miles Ambros^ous nup^{er} Comes Warwic^o Rob^ort^ous nup^{er} Comes L^ocest^{er} Will^oms nup^{er} March^o
ch^o Northton Joh^ons nup^{er} D^ons Will^oms Lodovic^ous Dux Lenox^o Georg^o nup^{er} Dux Bu^ock ant^o Edm^o
Comes Der^oset aut^o e^ol^o aliquis vel aliqui alij Offic^o p^{re}dict^o ante tunc h^{ab}ent^o seu ex^{er}c^{er}ent^o h^{ab}ent^o seu
ex^{er}c^{er}ent^o unq^{uam} h^{ab}ent^o q^{uod} cepit^{ur} seu Gavil^ous fuit h^{ab}erunt^o q^{uod} cepunt^{ur} vel gavil^o su^ont^{ur} seu h^{ab}ent^o p^{re}cept^o
vel gaudere debuit^{ur} aut^o debu^{er}unt^{ur} Et p^{er} en^{im} q^{uod} p^{re}dict^o Rob^ort^ous Phelipp^os annuatim on^{er}e cum vad^o &
Feid^o unius Offici^o vocat^o a Leiv^{er}ent^o & quatuor al^o Forest^o vocat^o Yeomen Keepers & unius
S^{er}v^ois vocat^o a Page p^{er} Ex^{er}c^{er}it^o & occupat^oon^{em} sep^{ar}at^o Offici^o su^o in forest^o de Sawley Dedim^o &
Concessim^o & eisdem L^{as} n^{as} pat^{er}n^{is} eundem Rob^otm Phelipp^os vad^o & feid^o quadragesima Lib^{er}at^o legat^o
Monet^o Anglie & Ann^o Hen^od^o Tenent^o gaudent^o & q^{uod}ci^unt^{ur} p^{re}dict^o vad^o & feid^o Quadragesima
Lib^{er}at^o p^{er} Rob^otm Phelipp^os ad T^{er}minu^o & p^{er} T^{er}mino vite n^{ost}ra p^{er} Rob^otm Phelipp^os tam q^{uod} manus
suas p^{re}sent^o & in Manib^{us} suis q^{uod} p^{re}sent^o q^{uod} manus Rec^{er}cept^o de q^{uod}missi^o de exit^o Red^oit^o &
Rever^oent^o eundem vel de The^osauro n^{ro} Her^od^o & Successor^o n^{ost}ri^o de S^{er}cio n^{ro} apud Westm^o de
tempore in temp^{or}e p^{re}sent^o & re^ovan^o & manus The^osa^ori^o vel Com^oission^ois p^{er} The^osa^ori^o n^{ro} &
Cam^oar^o n^{ost}ri ac Her^od^o & Successor^o n^{ost}ri ib^om p^{er} tempore exist^ont^{ur} ad festa S^{an}cti Mich^ois Arch^o & An^o
n^onat^oion^{em} B^{er}e Marie Virgin^{is} & q^{uod} equat^{ur} p^{re}sent^o annuatim Solvent^{ur} ET UL^oti^oms Concess^oms^{us} &
eisdem L^{as} n^{as} Pat^{er}n^{is} p^{er} Rob^otm Phelipp^os q^{uod} idem Rob^ort^ous & Assignat^o sui dur^ont^{ur} vite sua n^{ost}ra de
tempore in temp^{or}e h^{ab}ent^o sup^{er} Comp^ois su^o de & ex^{er}c^{er}it^o in manib^{us} suis retent^o & teneant^{ur}
plenum & deb^{it}e allocic^oem p^{er} Feno & p^{er} p^{er}is infra Forest^o p^{re}dict^o de Sawley & Successor^o Forest^o
n^{ost}ri in eisdem exist^ont^{ur} & imp^{er}it^oom futur^o tempore h^{ab}erent^{ur} expend^{ur} ET UL^oti^oms & eisdem L^{as} n^{as}
pat^{er}n^{is} Dedim^o & Concessim^o p^{er} Rob^otm Phelipp^os Licentiam & plenum potestatem & Auctoritat^{em}
assignand^o notand^o & conf^orat^o de tempore in temp^{or}e ad libitum su^o dur^ont^{ur} vite sua n^{ost}ra
omnes & singulos sub forest^o sub custod^o Gar^oson & alio^{rum} sub-ministr^o n^{ost}ri quocunq^{ue} infra p^{re}dict^o
Forest^o ac h^{ab}ent^{ur} sub-forest^o sub-custod^o & sub-ministr^o ad Beneficium p^{er} Rob^otm Phelipp^os de
tempore

APPENDIX, N^o 4.

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tempore in tempus expellend & amovend & al de novo constitucōe & imponend totiusqueque
eidem Robtū Philippū expediens fore videbitur p^{er} eisdem L^{ras} paten^t plenius liquet & apparet
Qui quidem Robtū Philippū adhuc sup^{er}iores est & in plena vita exiit SCIATIS modo qd nos dⁱvisi
bonis causis & considerandis nos ad p^{re}sens sp^{eci}ali^{ter} moveo de Grā n^{ost}ra sp^{eci}ali^{ter} ac ex c^{etera} Sciencia de
mero motu n^{ost}ro Dedit^{ur} & Concedim^{us}. ac q^{uo}d p^{re}sent^{es} p^{er} n^{ost}ros heret^{es} & Successorib^{us} n^{ost}ris dam^{us} &
Concedim^{us}. dilecti n^{ost}ro Georgio Montague de Horton in Comitatu n^{ost}ro North^{ampt}on Armig^{er}o & Heret^{is}
malesu^{is} de Corpore suo excusa p^{re}dicti Officⁱⁱ Custod^{is} Guardias^{is} Gubernat^{is} & Magni live Capit^{uli}
Foresta^{rum} ac Minis^{tr} deducit Feras^{is} Forest^{is} n^{ost}re de Sawley in dict^o Comitatu n^{ost}ro North^{ampt}on sicut se
extendit q^{uo}d metas & B^{on}as live p^{er}ambulacōe inde fact^{is} tam infra eundem Comitatum n^{ost}ro
North^{ampt}on q^{uo}m alibi infra al^{ium} Comitatu cum omib^{us} membris & p^{er}tenent^{is} universis ac ip^{si} Georgius
Mountagu & Heret^{is} malesu^{is} de Corpore suo excusa Custod^{is} Guardias^{is} Gubernat^{is} & Magni live
Capit^{uli} Foresta^{rum} ac Magni deducit Feras^{is} forest^{is} p^{re}dicti de Sawley p^{re}dicti ac omniū membris^{us} sub^{er}
p^{re}dicti p^{er} nob^{is} heret^{es} & Successorib^{us} n^{ost}ris facim^{us}. cream^{us}. Stabilim^{us}. & confirmim^{us}. q^{uo}d p^{re}sent^{es}
Excep^{te} tamen & nob^{is} heret^{es} & Successorib^{us} n^{ost}ris omniū reservat^{ur} Officiū magni Foresta^{rum} par^{is} &
Magni deducit Feras^{is} omniū pascor^{um} in Forest^{is} de Sawley p^{re}dicti Necnon Forest^{is} n^{ost}re de Whitelwood
in dict^o Comitatu n^{ost}ro North^{ampt}on ac omⁿi & Singul^{is} Feras^{is} & Caniculis in dict^{is} parci^{is} in forest^{is} de
Sawley & in dict^{is} Forest^{is} de Whitelwood HEN^{ric} TENEN^{do} GAUDEN^{do} ET EX^{er}cend^{is} p^{re}dicti Officⁱⁱ
& cetera q^{uo}d p^{re}missis concessit (excep^{te} q^{uo}d excep^{te}) p^{re}sent^{is} Georg^{ius} Mountagu & Heret^{is} Malesu^{is} de
Corpore suo hinc p^{re}sent^{is} tam q^{uo}d p^{re}sent^{is} q^{uo}d p^{re}sent^{is} Deputat^{us} su^{us} live Deputat^{us} suos suffi^{ci}
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Dux Lenox^{is}, Georg^{ius} Dux Bur^g, Ed^{mund}us Comes Dorset^{is} aut p^{re}sent^{is} Rob^{ert}us Philipp^{us} aut eor^{um}
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quatuor al^{ia} Foresta^{rum} vocat^{ur} Yeoman Keepers & unius S^{er}vici^{is} vocat^{ur} a Page p

N^o 5.

The ANSWER of the Right honourable Frederick Montagu, Ranger or Warden of the Forest of Saley, to the Precept of the Commissioners of the Land Revenue; dated December the 7th 1789.

THE Office which I hold in Saley Forest is that of Ranger or Warden, which is Hereditary. I hold it by virtue of a Grant from King Charles the 11th to my Great Grandfather George Montagu, of Horton, in Northamptonshire, and his Heirs Male. I am the last of the Heirs Male of the Family. I receive a Salary of Forty Pounds per Annum from the Exchequer, and about Eighty Pounds, on an Average, every Year from the Sale of Brose Wood. I have a convenient Lodge, hut out of Repair, good Stables, Two small Gardens, and an Inclosure of about Two hundred Acres round my Lodge, Thirty Acres of which is fenced in for Hay. I appoint a Deputy Ranger, Three Keepers, and One Under Keeper. I pay Twenty Pounds per Annum to the Deputy Ranger. The Payments I make to the Keepers and Under Keeper, taken together, amount to about Sixty Pounds per Annum. I receive no Annual Rents, or other Sums of Money, for the Use of the Crown. I make no Disbursements but the Sums I pay to the Deputy Ranger and Keepers. I have some Fuel for the Use of my Lodge from the Forest, but to no considerable Value. There are about One thousand Two hundred Bucks and Does in the Forest: I kill Annually, on an Average, about Ninety. I supply the King's Larder Warrants, the Cofferer's Warrants, those of the Venderors, and the Chief Justice in Eyre, and Compensations to the neighbouring Landholders, on Account of the Damage done by the Deer. The rest I have for my Use, and that of my Friends. No Corn or Hay are purchased for the Deer. No Intrusions or Encroachments, Spoil or Waste of Timber, or any Abuses injurious to the Rights of the Crown in this Forest, have come to my Knowledge. The Forest of Saley supplies the King with Venison, the Navy with Timber, and the adjacent Villages with Fuel, under proper Restrictions. It is not in my Power to suggest any more particular Improvements.

FRED. MONTAGU.

N^o 6.

To the R^h hon^{ble} Sidney Earle of Godolphin, L^d High Treasr of England,

May it please your Lordship,

IN Obedience to your Lordship's Reference on the Petition of George Montague, Esq, I have perused the Grant mentioned in the said Petition, and thereby it appears that the Office of Warden, Governor, and Chief Forester of Sawley Forest in Northamptonshire, was the 28th of Aug^r A^o 12th Car. 11th granted to the Pet^r Grandfather, George Montagu, of Horton, in the County of Northam, Esq, and the Heirs Male of his Body (in Reverſion of a Grant of the Premises then lately made to Robert Philips, Esq, for his Life), and because the Warden is in this Grant charged with the Wages and Fees to a Lieutenant, Four Yeomen Keepers, and One Page Keeper, therefore he hath a Fee of Forty Pounds per Ann. allowed him to be detained in his own Hands, or paid by the Rec^r out of the Profits of the said Forest, or else out of the Exchequer, by the Lord High Treasr or Lords Com^r of the Treasry for the Time being.

This Forest, together with that of Whittlewood adjacent, having been settled on the Queen Dowager for her Life, I searched with her Officers, and found the Forty Pounds above-mentioned was Annually paid out of a Rent of Two hundred Pounds a Year, reserved on a Lease of the Woods and Copices in the said Forests; but those Woods and Copices being granted away to his Grace the Duke of Grafton, and having advised with the Surveyor of the Woods, who hath wrote to his Dep^t on the Spot, and not finding (tho^t there is an Exception of Timber in the said Duke's Grant) any certain Profits arising Annually to her Matie in this Forest, whereas the Pet^r may be paid his Salary, since Queen Dowager's Death, (a Year at Michas last, as 'tis alleged) and as it grows due for the future, I am humbly of Opinion the Pet^r may reasonably be paid the same out of the Exchequer.

20th March, 1705.

All which is humbly submitted
to your Lordship's great Wisdom,
S. TRAVERS, Supervisor Genl.

N^o 7.

A B S T R A C T of the E X A M I N A T I O N S of

John Meadows,	—	—	—	} Keeper of	{	Handlop Walk.
David Cherry,	—	—	—			Hartwell Walk.
John Sawbridge,	—	—	—			Piddington Walk.
and						
Robert Alfop,	—	—	—	Page Keeper of Salcey Forest.		

	The Examination of John Meadows, Keeper of Hamlop Walk, in Salcey Forest. Sworn 16th of October 1790.	The Examination of David Cherry, Keeper of Hartwell Walk, in Salcey Forest. Sworn 16th of October 1790.	The Examination of John Sawbridge, Keeper of Piddington Walk, in Salcey Forest. Sworn the 16th of October 1790.	The Examination of Robert Allop, Page Keeper of Salcey Forest. Sworn the 16th of October 1790.
Appointment.	That he was appointed Keeper of Hamlop Walk, in Salcey Forest, by the Ranger or Warden of the said Forest, during his Pleasure.	That he was appointed Keeper of Hartwell Walk, in Salcey Forest, by the Ranger or Warden of the said Forest, during his Pleasure.	That he was appointed Keeper of Piddington Walk, in Salcey Forest, by the Ranger or Warden of the said Forest, during his Pleasure.	That he was appointed Page Keeper of Salcey Forest, by the Ranger or Warden of the said Forest, during his Pleasure.
Duty.	That the Duty of his Office is to take Care of His Majesty's Deer, and to prevent any Trespass being committed in the said Walk, or in the Forest, and in the proper Season to sell Venison for the Use of His Majesty, and others who have a Right to issue Warrants for that Purpose.	The like Duty.	The like Duty.	That his Duty is to hunt the Hounds, to bring Home the Outlying Deer, and occasionally to assist the Keepers of the respective Walks of the said Forest.
Salary.	That he receives a Salary of £. 1. 13. 4 and 6 s. Annually for cutting Browes for the Deer, which are paid to him by the Ranger or Warden.	The like Salary and Allowance.	The like Salary and Allowance.	That he receives a Salary of £. 1. 13. 4 per Annum, and the several Annual Allowances following, (viz) £. 6 for the Cutting of Browes for the Deer, £. 3 for Sleep Walks (being an assistant customary Payment to the Page Keeper, but why he is called he knows not, no Sleep being allowed to be kept in the Forest) and £. 3 for Cow Commons, which he undertakes to be in lieu of the Benefit of keeping Milch Cows on the Laven; which Salary and Allowances are paid by the Ranger or Warden of the said Forest.
Fees on Deer.	That the Fees received by him for Buck and Doe Venison, with the Profit of the Skins and Shoulders, and the Allowance of a Brace of Free Bucks and a Brace of Free Does, with other casual Fees, amount Annually to about £. 40 on an Average.	The like Fees and Amount.	The like Fees and Amount.	That the Fees received by him for Buck and Doe Venison, with the Allowance of One Free Buck and One Free Doe yearly, with casual Fees, amount Annually to £. 50, or thereabouts.
Lodge and Land.	That the Lodge and Land occupied by him as Keeper, and belonging to the Crown, are of the Annual Value of £. 30.	The like, and of the same Value.	The like, and of the same Value.	That the Lodge and Land which he occupies by virtue of his Office, and belonging to the Crown, are of the Annual Value of £. 16, or thereabouts.
Allowance of Fuel.	That he has an Allowance of Fuel from the Browes cut for the Deer, sufficient for his Use, of the Value of about £. 10 Annually.	The like Allowance, and Value.	The like Allowance, and Value.	The like Allowance, and Value.
Repairs.	That when any Repairs are necessary to be done in the Forest, they are done by the Surveyor General of the Woods, or his Deputy.	The like.	The like.	
Number of Deer.	That there are about 1,000 Head of Deer, or upwards, kept upon the Forest.—That the Number killed Annually is about 21 Brace of Bucks, and about 24 Brace of Does, of which 2 Brace of Bucks and a Brace of Does are for His Majesty's Larder, 3 Brace of Bucks and 3 Brace of Does for the Collector's Office, more or less, as the Forest is able to supply. For each of the Venisoners 1 Buck and 1 Doe. For the Chief Justice in Eyre 1 Buck and 1 Doe. For the Secretary in Eyre 1 Buck and 1 Doe. For the Surveyor General of the Woods 1 Buck and 1 Doe. For the Judge 1 Buck. For the Deputy Ranger 6 Bucks and 5 Does. For the Deputy Ranger's Servant 1 Buck and 1 Doe. For each of the Keepers of the Forest 2 Bucks and 2 Does. Free Gentlemen in the Neighbourhood of the Forest who take Compensation for their Purviews, about 16 1/2 Bucks and 8 Does Annually, and the Residue to the Use of the Ranger.	The like.	The like.	That he cannot fit forth the Number of Deer in the Forest, but refers to the Answers of the respective Keepers.

	John Meadows.	David Cherry.	John Sawbridge.	Robert Alfop.
Incroachments.	That no Intrusions or Entroachments have been made on the Rights of the Crown in the said Forest to his Knowledge.	The like.	The like.	
Parishes having Right of Common.	That the Parishes of Handlop, in Bucks, and of Hartwell, Aithra, Quinton, Piddington, and Hackleton, in Northamptonshire, have a Right of Common on the said Forest for as many Cattle as they can Winter upon their Farms within the said Parishes.	The like.	The like.	
Cattle admitted.	That the Cattle admitted to depasture in the Forest are Horfe and Cow Kinds, and no other, which are admitted into the Forest on Old May Day, and taken out on the 22d Day of November Annually.	The like.	The like.	
	That the Forest is cleared of Draft Horfes and Milched Cows during the Fence Month, but the other Cattle remain in the Forest during that Time.	The like.	The like.	
Cattle trespassing.	That when any Cattle belonging to Persons not having Right of Common in the Forest are found trespassing there, the Owners are fined 6s. 8d. per Head for such Cattle, and compelled to take them immediately out of the Forest, which Money is received by the Keepers for their own Use.	The like.	The like.	That the Method taken to prevent the Forest being surcharged by Commoners, or the Admission of Cattle of Strangers, is to oblige the Owners of such Cattle to pay 6s. 8d. per Head, and compel them to take them immediately out of the Forest: The Money so collected is received by the Keepers for their own Use.

N° 8.

The ANSWER of William Smith, Esquire, Deputy to the Ranger or Warden of the Forest of Salcey, to the Precept of the Commissioners of the Land Revenue; dated October the 9th, 1790.

THE said William Smith saith, That he was appointed Deputy Ranger or Deputy Warden of the Forest of Salcey, by the Ranger or Warden of the said Forest, during his Pleasure; that the Duty of his Office is to receive the Orders of the Ranger or Warden, to see that the Keepers do their Duty, and that no Encroachments are committed on the Forest; that he receives a Salary of Twenty Pounds per Annum, which is paid to him by the Ranger or Warden; and his Fees or Emoluments are, Six Fee Bucks and Six Fee Does Yearly: All Chance Deer killed, that are not warrantable: A Proportion of the Fees for Venison killed there, which are divided as follows, viz. In every Guinea Ten Shillings is equally divided between the Deputy and the Three Keepers; and the remaining Eleven Shillings is equally divided between the Deputy, the Three Keepers, and the Page: An equal Part of the Skins of the Deer killed, with Three additional Skins to each Season: The Umbels and Trimmings of all Deer killed (except the Keepers Fee Deer): One Shilling in the Pound for all Browle Wood; the same for the Acre of Coppice Wood belonging to the Ranger or Warden, on the Cutting of each Coppice: All Windfalls and dead Wood on the Lawn, and keeping of Cattle upon the Lawn—whose Fees and Emoluments amount to about Eighty Pounds per Annum. That when he is in the Forest he resides at the Great Lodge belonging to the Warden or Ranger, for the Use of which Lodge there is allowed Fuel of the Value of about Thirty Pounds per Year. That the Timber and Wood for the Repairs of the Lodges, and Mounds or Fences, is cut by virtue of Warrants from the Lords of the Treasury, directed to the Surveyor General or his Deputy. That he does not know of any Abuses committed in the Forest; and he believes that the Timber and Wood are taken particular Care of. That Six Parishes or Townships have Right of Common upon the Forest without Rent; namely, Piddington, Hackleton, Hanstop, Hartwell, Quinson, and Althorn. That the Cattle admitted to depasture in the Forest are Horse and Cow Kinds, but no Sheep or Swine. That the Time of the Cattle remaining in the Forest is from May Day to Martinmas Yearly; but they are in general taken out of the Forest during the Fence Month, and Fence Men always appointed for that Time. That he does not know of any Payments being made for Herbage, or that any Cattle of Strangers are admitted into the Forest.

W. SMITH,
Deputy Ranger.

N° 9.

The ANSWER of William Hanbury, Esquire, One of the Verderors of the Forest of Salcey, to the Precept of the Commissioners of the Land Revenue; dated December the 12th, 1789.

MY Office in Salcey Forest is that of Verderor, which is a Judicial One, to take Care of the Vert and Venison, and to enquire and judge of several Offences in the Forest.—I was elected to that Office by the Freeholders of the County. The Appointment is for Life. I have no Annual Salary, but my Yearly Allowance is the Underwood of Half an Acre of Land in every Coppice which goes to Sale, which is of the Yearly Value of £. 3, upon an Average.—I have no Fees or Emoluments, except the Underwood above mentioned, and One Buck and One Doe Annually. I occupy no Messuage or Lands belonging to the Crown, receive no Rents, nor make any Disturbances, by virtue of my Office. I know of no Spoil, Waste, or Destruction of the Wood or Timber, or of any Abuses in the said Forest injurious to the Rights of the Crown. The Parishes of Hanstop, in Buckinghamshire, and of Hartwell, Althorn, Quinson, Piddington, and Hackleton, in Northamptonshire, have Right of Common within the Forest, and the Commoners have a Right to keep as many Commonable Cattle upon the Forest in Summer, as they keep in Winter on their Farms, to which the Right of Common belongs. I do not know of any Right of Passage in the Forest. The only Cattle that are admitted to depasture there are Horses, Cows, and Oxen; all other Kinds are excluded. The Cattle are admitted into the Forest on the 11th of May (Old May Day) and taken out the end of November (Old Martinmas Day). The Forest is cleared of Cattle during the Fence Month, and during the Winter Haining, Yeasty. When the Forest is forcharged by Commoners, or the Cattle of Strangers get admitted (either of which rarely happen) the trespassing Cattle are impounded in the Forest Pounds, and the Keepers take for their own Use, as a Petgoult, 6s. 8d. per Head for the Cattle so impounded.

WILLIAM HANBURY.

N^o 10.

EXTRACT of a Letter from the Right honourable Frederick Montagu to the Commissioners of the Land Revenue; dated November 15, 1789.

I AM certain that no Court of Attachment or Swanmote has been held since I was Ranger; and I doubt whether such Courts have been ever held since the Rangership has been in my Family, which is about 150 Years. The original Grant was to my Great Grandfather George Montagu, of Horton, youngest Son of the Earl of Manchester.

FRED. MONTAGU.

N^o 11.

The ANSWER of Thomas Smith, Esquire, Woodward of the Forest of Salcey, to the Precept of the Commissioners of the Land Revenue; dated November the 12th, 1789.

THE said Thomas Smith saith, That he holds the Office of Woodward by virtue of His Majesty's Letters Patent (by which he is also appointed Woodward of Rockingham Forest) during His Majesty's Pleasure. That the Business of the said Office is to attend with the Surveyor General of the Woods, or his Deputy, when any Timber is to be cut for the Navy, or for Sale, in order to mark proper Trees for those Purposes. That he receives at the Exchequer by Debenure a Yearly Fee or Salary of £. 5, paying 7s. Yearly for Office Fees. That he also receives a Yearly Allowance of £. 15, paid by the said Surveyor General or his Deputy, deducting 15s. for Poundage, which Sum of £. 15 is mentioned to be allowed in lieu of a Fee of 12d. in the Pound, formerly received by the Woodward from the Buyers of Wood or Timber sold within the said Forest. And he receives likewise a Fee of 4d. per Tree for all Trees marked for Sale, or felled for the Navy, which is paid by the Purchasers of the Trees and Offal Wood sold. That he cannot set forth the exact Yearly Amount of those Fees, as the Number of the Trees cut is fluctuating; (for Instance, in the Year 1788 the Fees of 4d. per Tree amounted to £. 8. 18. 4, and in 1789 to no more than £. 1. 3. but he believes the Average Amount thereof to have been about Five Guineas yearly since he has held the said Office. That he does not occupy any House or Land belonging to the Crown, or receive any Rents or make any Disbursements by virtue of the said Office. That no Person is allowed to cut any Timber in the said Forest for Repairs without a Warrant from the Treasury; and that when any such Warrant is issued the Business is performed by the Surveyor or his Deputy. That the Fuel Wood cut in the Forest is under the Direction of the Ranger, and the Keepers are allowed what the Ranger allows for their Fuel, consisting of Ash Broom and the Loppings of Thorn Bushes, in the open Quarters of the Forest, but of what Value the Woodward cannot set forth. That the Poor of the Forest Towns are allowed to come Two Days in a Week to pick up the rotten Sticks, which they claim a Right to do by the ancient Custom of the Forest. That he does not know of any Spoil or Waste of the Wood or Timber, or any Abuses injurious to the Rights of the Crown in the Forest. That the Parishes of Ashton, Quinton, Hartwell, Fiddington, and Hackleton, have a Right of Common; and the Custom of the Stint is for the Number of the Horses and Cows which are kept in the said Parishes during the Winter Season. No Swine are admitted, nor any other than Horses and Horned Cattle, and these are put in on the 12th Day of May, and taken out on the 22d Day of November Yearly. That it is said that the Ranger has a Power to clear the Forest of Cattle during the Fence Month, but that this is seldom done except as to Draft Horses and Milking Cows (if any). That the Ranger orders a Man from each of the Parishes which have Right of Common to watch and attend the Fawns during the Fence Month, which Men are paid by the respective Parishes. That the Forest is cleared during the Winter Haining. That Cattle found in the Forest, not belonging to Persons living in the Parishes that have Right of Common, are pounded, and the Owners thereof pay a Fine of 6s. 8d. to the Keepers, but that this very seldom happens.

THOMAS SMITH.

N° 12.

THE EXAMINATION of Reuben Capes, Deputy to the Surveyor General of the Woods and Forests, for the Forests of Whitteewood and Salecy; taken on Oath, the 10th Day of December 1790.

THIS Examinant was appointed Deputy or Agent to the Surveyor General for the Forests of Whitteewood and Salecy, by John Pitt, Esquire, late Surveyor General, about Twenty Years ago, on the Death of his Father, who was Deputy Surveyor for several Years before. He had no written Deputation or Appointment, only a verbal Direction from Mr. Pitt to execute the Business as his Father had done. He was not sworn into the said Office at that Time or since. His Salary as Deputy Surveyor is Twenty-five Pounds a Year without Deduction, which is retained by him out of Monies coming to his Hands on Account of Wood Sales. He received no Perquisite whatever besides that Salary before the Year 1784; but Mr. Pitt having, in the Year 1783, promised to allow him an additional Salary, and not coming to a Settlement with him, he took a Poundage of One Shilling in the Pound, on the Price of the Lop, Top, and Offal Wood, of the Timber felled for Naval Purposes only, in both the said Forests, from 1784 to 1787, both inclusive, which Poundage amounted, on an Average of those Four Years, to Eighteen Pounds One Shilling and Six Pence per Annum, or thereabouts. In the Years 1788 and 1789 he took no Poundage whatever, being told by the present Surveyor General that an Increase of Salary would be allowed to him; but not receiving any such Allowance, he took the like Poundage again, last Spring, on the Sale of the Offal Wood of the Navy Timber, and no other. The Poundage that Year amounted to near Thirty Pounds, as well as he can state from Memory. He had not any Direction from the Surveyor General to take such Poundage on either of those Occasions.

His Business as Deputy Surveyor is to pay the Keepers and other Officers of Whitteewood Forest their usual Salaries and Allowances, specified in the Account hereto annexed, amounting to Two Hundred and Seventy-eight Pounds Six Shillings per Annum; and to perform any Repairs or other Works to be done in the Forest at the Charge of the Crown; to sell and make Sale of Wood and Timber for those Purposes; and to sell Timber for the Use of the Navy, and sell the Offal Wood and Bark thereof.

A Fall of Timber is made every Year in Whitteewood Forest for paying the Salaries, under a Warrant issued, as he believes, about the Beginning of His Majesty's Reign. The Trees to be felled for that Purpose, as well as those felled by Warrant for defraying the Expence of Repairs, and for the Use of the Navy, in both Forests, are selected and marked by the Deputy Surveyor in the Presence of the Woodward of the respective Forests, or some Person appointed by them to attend with their Hammets, and of the Keepers of the respective Walks. No Trees are felled without being previously marked with the Woodward's Hammet.

For several Years before the Death of the late Surveyor General, Two Justices of the Peace attended on the marking of the Trees for the Navy, that being required by the Treasury Warrants; which Warrants, or Copies of them, were then usually sent to the Deputy Surveyor; but since that Time no Justices have attended, the Warrants not being sent to the Deputy, and no Orders given to him to deliver their Attendance; and no Justice of Peace ever attended on the marking of the Trees to be felled.

The Navy Purveyor (who resides at Potterspury, about a Quarter of a Mile from Whitteewood Forest) attends on the marking of the Navy Timber, when Notice is given to him for that Purpose. He was not present at the marking of any of the Timber last Year, not being sent to by this Examinant, who had no Directions to send to him. His Orders from the Surveyor General were to make a Return of the Trees which he thought proper to be felled in the Coppices which came in course of cutting that Season, in Two Classes, one to contain such Trees as he thought fit for the Service of the Navy, and the other the Trees unfit for that Use; which was accordingly done by him, assisted by his Son Arthur Capes, and one John Wile, a Timber Valuer, employed by him. He afterwards received Orders from the Surveyor General to sell the Trees comprised in those Returns; and when they were felled, and such as he and his Assistants had returned as fit for Naval Use were set out, Notice was given to the Navy Purveyor to attend to examine the same, and to accept or refuse them as he should think fit. The rest of the Timber felled that Season was sold as usual. The Purveyor was not desired to view it, and no Part of it was offered to his Choice for the Use of the Navy.

As soon as the Navy Timber is felled and shipped, the Purveyor views the same, and when he has made Choice of such as he thinks proper for the Navy, he marks the Places where the Tops and Offal Wood not fit for the Service are to be cut off, which is done by Persons employed by the Deputy Surveyor. The Timber so chosen is next hewed or squared, and is then measured with Calipers by the Purveyor, and Deputy Surveyor, each taking an Account of the Quantity thereof in Square Measure, which is certified by the Purveyor to the Navy Board, and by this Examinant to the Surveyor General; to whom he has heard the Price of One Pound and Eighteen Shillings per Load is paid by the Navy Board according to such Admeasurement; and that Quantity is then delivered

vered into the Charge of the Purveyor, under whose Direction (in order to save Expence in the Carriage) it is sawed and converted into proper Forms for Naval Use within the said Forest, or very near thereto, and sent to the Dock Yard. And the Slabs, and other Parts not fit for that Use, are sold by him in the Country. The Tops, Offal Wood, and Bark, are sold by the Deputy Surveyor, and accounted for to the Surveyor General. All the Trees cut in the said Forests, whether for the Navy, or otherwise, are felled under the Orders of this Examinant, and paid for by him; the Expence of felling is from Eight Pence to Sixteen Pence per Tree, for Navy Timber and other large Trees, and about One Shilling in the Pound on the Value for smaller Trees. The Stools or Roots of the Navy Trees (which being cut with a Saw close to or within the Ground, are fowed very rarely to shoot again so as to produce either Underwood or young Trees) are grubbed by the Keepers, and sold; he does not know by what Authority, or what may be the Value thereof to other Keepers, nor what may be the Value of such as he takes as Keeper of Shrobb Walk, reckoning by the Year, never having taken up any till this present Year, but his Agreement for taking them up is to give One Half of the Value to the Labourers, who raise the Root and smooth the Ground; and he believes the same is paid by others, and the whole Value of each Root, when grubbed, he believes may be from One Shilling to Five or Six Shillings.

The Sales of Timber and Bark in these Forests during the Time of the late Surveyor General were cried in the Market Towns nearest to the Forest, about Fourteen Days before the Sales. And the Timber and Bark being previously valued by the Deputy Surveyor and other Valuers, the Timber was divided into Lots and sold, by private Contract, from One Shilling and Two Pence and One Shilling per Foot, Oct Measure, down to Eight Pence and Six Pence per Foot, and the Bark was sold sometimes by the Tree, and sometimes by a Pound Rate on the Value of the Timber, from Two Shillings and Nine Pence to about Four Shillings and Nine Pence in the Pound, both according to their Age and Quality, to any Person willing to give the Prices at which they were valued. Since the Death of the late Surveyor General, the Sales have been made by public Auction, advertised at least a Fortnight, but generally Three Weeks, before the Time of Sale; the Timber and Bark being previously valued in Lots as before. This Examinant, or his Son, have usually acted as the Auctioneers on such Sales, though not sworn or licensed as Auctioneers. The Keepers of the Walks in which the Coppices lie attend at the Sales, and Two Men called in by the Examinant to assist at the Sale certify the Accounts; and this Examinant accounts Once a Year with the Surveyor General for all his Receipts and Disbursements as Deputy Surveyor.

No Timber is felled in the said Forest for Repairs without a Warrant from the Treasury. When any Repairs are wanting, the Lord Warden, or the Lieutenant of the Forest where the Works are to be done, applies to the Treasury; and when this Examinant receives Orders from the Surveyor General to send an Estimate of such Repairs, he employs Workmen to make Estimates thereof, and returns the same (signed by himself and such Workmen) to the Surveyor General; and when a Warrant is issued for executing the Works, he employs any Workmen that he thinks fit to perform the same, oversees the Execution thereof himself, and pays the Workmens Bills, deducting One Shilling in the Pound for the Surveyor General. He employs other Workmen when he thinks it necessary to measure such Parts of the Works as are done by Measure. No Survey is taken of them by any other Person. The Estimates are not made upon Oath, and the Accounts are not sworn so by the Workmen or Deputy Surveyor.

The Perquisites received by him for the Surveyor General, besides the said Poundage on the Bills for Works done in the Forest, are a like Poundage on the Salaries of all the Forest Officers, except those of the Page Keepers, on which it was also formerly taken, but was remitted by the Two last Surveyors General, in consideration of the Smallness of their Salaries, and has not been taken since. Such old Materials of Buildings and Fences as cannot be worked up again are sold for Firewood, and accounted for to the Surveyor General: They are of very small Value. No Poundage is taken on Wood Sales of any Kind for the Surveyor General.

The Underwood in the Coppices is cut at Twenty-one Years Growth; they are then inclosed with a high Hedge on a Bank at the Expence of the Duke of Grafton, and remain inclosed for Nine Years from Deer and Cattle. The Hedge is then taken up, and either sold or used as Fuel by the Keepers, to whom it is allowed as a Perquisite by the Duke of Grafton, the Proprietor of the Underwood. In Whittlewood Forest each Keeper has the Management and Sale of the Underwood in his particular Walk for the Duke of Grafton, accounting for the Produce to his Steward. In Salcey Forest the Underwood is managed and sold by Mr. John Hammond, Keeper of Hazelborough Walk, in Whittlewood Forest. When a Copse goes to Sale it is divided into Cuts of Two Poles wide and Two Poles long each, which Cuts are numbered and valued by the Agents of the Duke of Grafton, and sold to the neighbouring People at various Prices, according to the Goodness of the Underwood. Public Notice is given at the Sales that no Saplings or Single Oak Plants are to be cut by the Buyers of the Underwood, on Pain of such Punishment as the Law directs. The Single Oak Plants are not marked, but where there are none such this Examinant marks the most thriving Shoots from the Stools of Oak and Ash Trees to stand for Timber, which are found by Experience to produce very good sound Timber, except sometimes a small Defect at the But, of no Detriment to the Timber when cut off. Some Parts of the Underwood are worth Eight Pounds an Acre and upwards, some not more than Three Pounds, but the Average Value he believes to be about Five Pounds an Acre. The Underwood in Shrobb Walk, which is constantly inclosed, not being subject to any Right of Common, and from which the Deer have been removed about Sixteen Years, is of thicker

APPENDIX, N° 12.

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thicket Plant in general than in the other Walks, but in many Parts, from Want of Air, does not grow so strong, but upon the Whole he believes it is of more Value by the Acre by at least Twenty Shillings, and a much greater Quantity of young Timber springs up there than in the open Coppices of the Forest. The Acorns which fall in the Years when the Coppices are open are generally picked up and eaten by the Deer, and the young Oaks called *Wavers* much injured by cropping both by the Deer and Cattle. The Underwood in *Salcey Forest* is not so good as in *Whittlewood*, owing, as he believes, to the Quality and Condition of the Land, which is cold, flat, and wet, and not near so well drained as the other Forest. There is more large Timber, in Proportion to its Extent, in *Salcey*, than in *Whittlewood*; the Falls for the Navy not having been there begun so many Years ago. For the last Three Seasons after the Coppices then cut have been cleared of the Underwood, an Account has been taken, by Order of the Surveyor General, and sent to his Office, of the Trees and Saplings remaining in each Coppice, in the several Classes following, viz.

O A K S.

- 1st. *Wavers*, being Oak Plants or Saplings of 10 to 15 or 20 Years Growth, produced since the former Cutting of the Underwood.
- 2d. *Stovers*, being young Trees above those Ages, but not measurable as Timber.
- 3d. Trees containing from 2 to 5 Feet of Timber.
- 4th. Trees containing from 6 to 10 Feet.
- 5th. Trees containing from 11 to 20 Feet.
- 6th. Trees containing from 21 to 30 Feet.
- 7th. Trees containing from 31 to 40 Feet.
- 8th. All Trees containing above 40 Feet, except *Browie Trees*.
- 9th. *Browie Oaks* of all Sizes.

A S H.

- 1st. *Wavers* }
- 2d. *Stovers* } as before described.
- 3d. *Browie Ashes*.

All the Oak Trees used as *Browie Trees* in *Whittlewood Forest* are very old. Many worn-out *Browie Oaks* have been cut down for Sale, but no other Oak Trees have been cut or set out for *Browie Trees* within his Memory. In *Salcey Forest* the Keepers used to lop for *Browie* what they thought fit, until about Twenty Years ago, when Mr. Clafin, a Navy Purveyor, surveyed and marked all the Navy Timber then in both Forests; since which no Oak Trees not browsed before have been cut in *Salcey* for *Browie*, except about Twenty or Thirty set out by the Woodward and this Examiner, about Twenty Years ago: He had not any Order from the Surveyor General for felling; and though they were so set out he does not know whether they were afterwards cut for *Browie* or not, but in both Forests Ash Trees of all Ages and Sizes are lopped and browsed by the Keepers at their Discretion. The Number of *Browie Trees* is much greater in *Salcey*, in Proportion to its Extent, than in *Whittlewood Forest*, and the Wood, after being browsed by the Deer, is sold towards paying the Keepers Salaries; but the *Browie Trees* are in general not near so large as those in *Whittlewood*. The Quantity of *Browie* cut in *Whittlewood* is not sufficient for the Support of the Deer, which in *Wakefield*, *Hazleborough*, and *Sholbrook Walks*, are foddered with Hay, and in most of the Walks some Deer perish Yearly from Want. No *Browie Wood* is sold in *Whittlewood Forest*, the Keepers take it for their Firing, and some of them find it not sufficient for their Use, and are obliged to buy more. This Examiner lops the same Trees in *Shenb Walk* which were browsed while Deer were kept there, but they do not produce a sufficient Quantity of Wood for his Fuel, and he is some Years obliged to buy more for his Use. An Oak Tree is not fit for browsing oftener than once in Twenty Years, even when the Tree is in Health and Vigour; but when very old not fit for browsing oftener than once in Thirty or Forty Years. An Ash may be browsed once in every Ten Years. The largest Wood cut for browsing is about the Thickness, as he believes, of a Man's Arm, but in general not thicker than a Man's Wrist.

The Bothes in the Lawns, Ridings, and Open Quarters, within *Wakefield Walk*, are cut by Order of the Duke of Grafton, and made into Faggots chiefly for the Use of his Brick Kiln. In the other Walks they are cut by the Keepers for Fuel, but the Quantity is inconsiderable.

This Examiner is of Opinion, that the Proportion of the Pasture of the Commonable Lands and Coppices in the Forest, consumed by the Deer, is about One Half; and that the Common Cattle consume the other Half, as nearly as he can estimate. The Stock of Deer is considerably increased within his Memory, but he cannot say in what Proportion. The Number of Cattle depasturing in the Forest, he thinks, is rather less of late Years than formerly.

The Purposes to which the Underwood sold in the Forest is applied are chiefly for Fuel and Hedging. Some small Quantity is used for making Rails and Hurdles. The Price of Underwood has increased more than One Third within his Memory, and still increases, partly owing to the lessening

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ing of the Quantity, by the converting some Wood Lands in the Neighbourhood of the Forest into Tillage and Pasture Land; but more owing, as he believes, to an Increase of the Number of Inhabitants, and a greater Demand for it. The Price of Timber is also increased within his Memory, but not in so great a Proportion. The Quantity of great Timber in that Part of the Country is much less now than within his Remembrance. In some Woods belonging to private Owners in that Neighbourhood there is a good Succession of young Timber; but in many Woods very few Stovers are left, and he thinks there is Reason to believe, that if the Woods in these Forests belonged to private Persons, the present Stock of Timber would be cut down, and very little Timber raised there in future, the Underwood producing more Profit, and a quicker Return.

RUBⁿ CAPES.N^o 13.

EXTRACT from a Survey, intituled,

"NORTHTON COM. A SURVAY estimate and value of his Ma^{ty} Tymber and Fyerwoods in the said Countye Surveyed marked and valued by W^m Salter and Henrie Thorpe the First of January Aⁿ 1608. ut seq."

			Work.		To be spared.	Work.	
			m.	l.		l.	m.
Sawley Forrest	Tymber Trees of Oake	15,274	xi.	ix.	lj.	1,000	—
	Decayinge Trees	440	l.	ix.	—	440	—
	Coppices out of Leaf	—976. 0. 0	C, xl.	xxij.	liij.	C, xl.	xxij. liij.
			per Annum				

We have measured the Coppices in Rockingham Forrest at xxj footes so the Pole, and all the rest at xxij footes for that they are so usually sold.

The Tymber and decaying Trees mentioned to be spared in the Forrests abovesaided cannott wel be taken away but at such Tymes as the Coppices shal be sold, for spoylinge the Underwoodes, except it be upon Helyghwayes, Rydlings, Plaines, and Wafts.

William Salter & } Surveyors appointed by the Right Hon^{ble} the Earle of
Henrie Thorpe, } Exeter and the Lord Stanhope.

APPENDIX, N^o 14.

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N^o 14.

A BRIEVATE of the Survey of the King's Woods in Lincolnshire, by Christopher Horde, 12th March 1608.

LINCOLN. A NOTE of Trees, wth their Valewēds, uppon Coppibolds of Inheritance, Lands granted by Lease, and Wafts belonging to Mannors surveyed, wth in the County of Lincoln, wth the Tennants will willingly buy and plant & preferre 1j Trees for every Tree they now have, some reasonable Allowance for Repaīces being made to such as have Houfes uppon their Tennem^{ts} to maintajne vizt:

				<i>c. Tun</i>		<i>℥. s. d.</i>	
Timber Trees uppon Coppibolds.	Asbes	— vij. C.iiij.	— cont:	m.iiij.vj.	— vij. Lxxvij.	v. iij.	
	Elmes	— <i>c.</i> iij. vj.	— cont:	Tun CkLj. jqr ^m :	— xx. ℥. iij. iij.	s. d.	
	Oks	— <i>c.</i> m.v.lxij.	— cont:	<i>c. Tun</i> v.ix. iijqr ^m :	— <i>c. ℥.</i> ij. lv. v.	s. d.	
	Aspes	— lxx.	— cont:	Tun xv. iij qr ^m :	— <i>℥.</i> viij. xix.	s. d.	ij.

Sum	—	<i>m. s. Trees.</i> xx. ij. xlij.	— cont:	<i>m. Tun</i> ij. lxxij. iijqr ^m :	—	<i>℥.</i> Mxxvj.	<i>s.</i> viij.
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				<i>c. Loads</i>		<i>℥. s. d.</i>	
Eyerwood Trees uppon Coppibolds.	Asbes	— <i>s. xx.</i> viij. iij. xv.	— cont:	ij. xiiij. d.	—	<i>℥.</i> Lxj.	<i>s. d.</i> vj. iij.
	Elmes	— vj.	— cont:	Loads iij. iij qr ^m :	—	<i>s.</i> xviij.	<i>d.</i> iij.
	Oks	— <i>xx.</i> C. iij. xvij.	— cont:	Loads xlj.	—	<i>℥.</i> vj.	<i>s. d.</i> xvj. viij.
	Aspes	— j.	— cont:	Load j.	—	<i>s.</i> iij.	<i>d.</i> iij.

Sum	—	<i>xx. Trees</i> M. iij. xix.	— cont:	<i>c. Loads</i> ij. lx. jqr ^m :	—	<i>℥.</i> Lxix.	<i>s. d.</i> iij. viij.
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				<i>c. xx. Tun</i>		<i>c. xx. ℥. s.</i>	
Timber Trees uppon Lands granted by Lease.	Asbes	— <i>m. xx.</i> v. iij. v.	— cont:	ix. iij. xvj.	—	<i>℥.</i> iij. iij. xj.	<i>s.</i> xv.
	Elmes	— xxvij.	— cont:	Tun viij. jqr ^m :	—	<i>℥.</i> iij. ij.	<i>s. d.</i> ij. vj.
	Oks	— <i>m.</i> viij. ix.	— cont:	<i>c. Tun</i> M. v. viij.	—	<i>c. ℥.</i> viij. Lxij.	<i>s. d.</i> viij. vj.
	Aspes	— xxxv.	— cont:	Tun vj.	—	<i>℥.</i> iij.	

Sum	—	<i>m. Trees</i> xiiij. C. Lxj.	— cont:	<i>m. c. Tun</i> ij. v. xviij. jqr ^m :	—	<i>℥.</i> m. cc. iij.	<i>s.</i> v.
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Eyerwood

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A P P E N D I X, N^o 14.

Fyerwood Trees upon Lands granted by Leaft.	Ashes	—	<i>£</i> . liij. Lxj.	—	cont: Loads CLxxij. jqr ^{rs} .	—	<i>£</i> . xxxv.
	Elmes	—	vj.	—	cont: Loads ij. iijqr ^{rs} .	—	<i>£</i> . x.
	Oks	—	<i>£</i> . vij. lxxv.	—	cont: <i>£</i> . Loads iij. xxxv.	—	<i>£</i> . lxxv.
	Asps	—	ij.	—	cont: Loads iij.	—	<i>£</i> . xx.
	Alders	—	Cxij.	—	cont: Loads xxij. jqr ^{rs} .	—	<i>£</i> . iij. xvj. x.
Sum	—	—	<i>£</i> . Trees m. ij. lxxvij.	—	cont: <i>£</i> . Loads vj. xxxvij. jqr ^{rs} .	—	<i>£</i> . C. xij. v. iij.
Timber Trees uppon Walls.	Ashes	—	C. ix.	—	cont: Tun xix. iijqr ^{rs} .	—	<i>£</i> . x. l.
	Oks	—	<i>£</i> . vj. xxij.	—	cont: xx. Tun iij. ij. jqr ^{rs} .	—	<i>£</i> . x. d.
	Sum	—	<i>£</i> . Trees. vj. xxij.	—	cont: Tun Cij.	—	<i>£</i> . l. ij. ij.
Fyerwood Trees uppon Walls.	Ashes	—	xxij.	—	cont: Loads v. iijqr ^{rs} .	—	<i>£</i> . xxxv.
	Oks	—	xij.	—	cont: Loads ij.	—	<i>£</i> . x. d.
	Sum	—	Trees. xxxv.	—	cont: Loads vj. iijqr ^{rs} .	—	<i>£</i> . ij. j. vij.

There is a little P^{ke} called Kyrby P^{ke}, conteyning about ^{xx}liij Acres, wherein are XXXVIJ Deere. The Trees wherof are all for the most Pt. decayed & decaying; viz^t:

In this P ^{ke} , & the Wall adjoining to the same, <i>£</i> . are ix. xlix Trees.	Oks being Timber	<i>£</i> . ij. liij.	cont: <i>£</i> . Tun ij. v.	—	<i>£</i> . C. l. x.
	The Tops & Lops	—	Lods cont: CCvj. of Wood	—	<i>£</i> . x. d. xxxiij. vj. viij.
	Oks decaying, P ^{ke} Timber, P ^{ke} Woodd	<i>£</i> . ij. xlv.	cont: <i>xx</i> Tun Clij. xij. d.	—	<i>xx</i> <i>£</i> . l. x. liij. xvj. xv.
The Tops & Lops	—	cont: <i>£</i> . xx Lods ij. liij. xliij.	—	<i>£</i> . lxxv. x.	
Oks being Fytterwood	<i>£</i> . iij. xxx.	cont: <i>£</i> . Lods iij. lxxv.	—	<i>£</i> . lxxvij. x.	
Ashes being Timber	Lxij	cont: Two xij. d.	—	<i>£</i> . x. xv.	
The Tops & Lops	—	cont: Lods xxvj. D.	—	<i>£</i> . iij. vij. iij.	
Ashes being Fytterwood	x.	cont: Lods xj.	—	<i>£</i> . xxxvj. vij.	
Maples	—	cont: Lods x.	—	<i>£</i> . xxxij. iij.	
Thornes	—	cont: Lods x.	—	<i>£</i> . x.	
The whole Value of the Timber Trees	—	—	—	<i>£</i> . CC. lxx.	
The whole Value of the Fytterwood	—	—	—	<i>xx</i> <i>£</i> . l. x. C. liij. v. xv.	

SUMM. Tot: *£*. liij. xlv. xv.N^o 15.

An ACCOUNT of all the Oak and Ash Trees growing in Salcey Forest, surveyed between the 7th March and the 8th April 1783:—In pursuance of an Order from the Hon^{ble} House of Commons, and by the Direction of John Pitt, Esquire, Surveyor General of His Majesty's Woods, the 9th of October 1782.

Names of Walks, &c.		O A K T I M B E R.																															
		Knots.				Fit to cut.				Scrubbed and Unfit to sell.								Deterd or Defective.				Shakes.				Stems or Saplings.				Growing Trees.			
		From 10 Feet to 20 Feet.		20 Feet and upwards.		30 Feet and upwards.		From 1 Foot to 9 Feet.		10 to 19 Feet.		20 Feet and upwards.		From 1 Foot to 9 Feet.		10 to 19 Feet.		20 Feet and upwards.		2 Feet to 4 Feet.		5 Feet to 9 Feet.		10 Feet to 19 Feet.		20 Feet and upwards.							
		N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.						
		N ^o Trees.		L th . feet.		N ^o Trees.		L th . feet.		N ^o Trees.		L th . feet.		N ^o Trees.		L th . feet.		N ^o Trees.		L th . feet.		N ^o Trees.		L th . feet.		N ^o Trees.		L th . feet.					
Hartwell Walk	—	—	25	20 35	—	—	595	581 18	74	9 15	322	108 11	10	6 25	—	—	3	— 25	55	22 36	6	4 25	107	5 25	241	20 47	1,053	394 25	183	114 23			
Phillegrove Walk	—	—	25	22 17	1	1	488	451 29	43	5 21	29	30 31	4	2 45	—	—	3	— 25	12	5 5	8	5 21	99	5 21	168	22 31	440	15 40	125	7 31			
Rushy Walk	—	—	21	4 33	—	—	982	934 23	129	13 18	248	77 48	6	4 22	—	—	4	— 27	25	9 47	9	6 25	253	13 3	255	34 18	919	340 22	255	160 24			
Salcey Lawn and Close Strip, Parway and High Oaks, Blackmoor Hill and Lawn, Hollows, and the adjacent Hollow Quarters and Open Ridings	—	—	3	— 45	—	—	303	127 2	44	6 35	41	13 40	4	8 22	145	419 32	1	— 2	11	3 35	2	1 24	80	4 35	59	7 49	150	53 11	25	15 24			
			64	28 30	1	1	2,267	2,098 16	256	31 11	594	231 2	24	16 16	145	419 32	11	1 20	104	41 22	25	1 18	519	28 32	623	26 42	1,602	565 48	386	16 22			
							64	28 30	Knots.																								
							385	369 12	Growing Trees, 30 Feet and upwards.																								
									Girt Measure.																								
									Square Measure.																								
									Total																								

BROWSED TREES.

Oak.				Ash.			
N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.
2,266	4,821	9		2,214	3,485	7	
	7,338	15			1,777	35	
Girt Measure.				Square Measure.			

ELM TIMBER.

Small Leaf.				Witch Dead.			
N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.	N ^o Trees.	L th . feet.
2	—	50		1	5	—	
Girt Measure.				Square Measure.			

Shrobb Lodge,
8th April 1783.

RUB^N CAPES.

N^o 16.

ABSTRACT of Accounts of Wood Sales within the Forest of Saley, in the County of Northampton, for defraying the Expenses of divers Works and Repairs in the said Forest, and for other Purposes, from the Year 1709 to the Year 1786, inclusive; taken from the Accounts of the Surveyor General, remaining in the Office of the Auditor of the Land Revenue.

RECEIPTS.		DISBURSEMENTS.	
	£. s. d.		£. s. d.
By Sale of divers Quantities of dotard and decayed Oak and Ash Trees felled in the said Forest, and of the Bark, Lops, Tops, and Offal Wood thereof, within the Period of this Account —	6,072 11 2½	Expenses incurred in the marking, setting out, felling, skidding, and limbing the Timber, and the Lops, Tops, Offal Wood, and Bark thereof —	125 1 10
By the Produce of Wood cut down in the said Forest, by Rioters, in the Year 1727, under Pretence of Coronation Poles, but afterwards recovered, and paid into the Hands of the Surveyor General, for the Use of the Crown —	353 5 —	Surveyor General's Allowance of 20 s. per Day, for his Service, Attendance, and Riding Charges, in the Execution of the Warrants for the said Works and Repairs, and felling the said Timber —	313 — —
By Sale of the Lops, Tops, and Offal Wood of 43 dotard and decayed Oak Trees, used in the Repair of Fences of the said Forest in 1772 —	21 7 —	Surveyor General's Poundage on the Monies received, at 12 d. per £. —	318 13 11
		Fees paid at the Treasury for Warrants, Estimates, and Entries, and to the Auditor for stating and ingrossing the Accounts; and Allowance to the Surveyor General for the Charges of passing the same through the several Offices (exclusive of such of the like Fees and Allowances as are stated and allowed in the Accounts of Wood Sales made within the Forest of Whittlewood, jointly with Saley Forest) —	248 17 11½
		Poundage to the Receiver General on £. 353. 5 s. the Produce of the Wood cut down by the Rioters in 1727, the same having been received by Francis Whitworth, Esquire, Surveyor General, by Debitures on the Receivers of the Land Revenue, as Part of a Surplusage due to the Representatives of the preceding Surveyor General, into whose Hands the said Sum had been paid —	17 13 1
		Paid for divers Repairs of Lodges, Bridges, Drains, Sloughs, Lawns, and Ringmound Fences, and other Works in the said Forest, within the Period of this Account —	4,482 — 0
		Paid the Woodward of the said Forest, from the Year 1709 to 1754, inclusive, the Yearly Allowance of £. 10; and from 1754 to 1786, the Yearly Allowance of £. 15, in lieu of Poundage from the Buyers of Wood or Timber sold within the said Forest —	930 — —
		Paid the Woodward for his Service, Trouble, and Expence, in prosecuting and suppressing the Rioters in 1727, pursuant to a Treasury Warrant, dated 27th January 1736 —	46 11 —
Surplus of Disbursements —	44 18 —		
	£. 6,492 1 2½		£. 6,492 1 2½

ABSTRACT of ACCOUNTS of Timber felled for the Use of the Navy within the Forest of Salcey, in the County of Northampton, from the Year 1781 to the Year 1786 inclusive (no Timber appearing to have been felled there for the Use of the Navy between the Years 1705 and 1781); taken from the Accounts of the Surveyor General remaining in the Office of the Auditor of the Land Revenue.

RECEIPTS.				DISBURSEMENTS.			
	£.	s.	d.		£.	s.	d.
By the Value of 935 Oak Trees, felled in the said Forest for the Use of the Navy, from 1781 to 1786, containing —	2,726	5	11	Expenses incurred in the marking and felling the said Timber, and in the Sale of the Lops, Tops, and Bark thereof, and of the Trees unfit for Naval Use	83	9	8
Leads. Post. 908 29				Surveyor General's Allowance of 20 s. per Day for his Service, Atten- dance, and Riding Charges, in the Execution of the Warrants for felling the said Timber			
By Sale of the Lops, Tops, and Offal Wood thereof	404	14	—	Surveyor General's Poundage on Monies received, at 12 d. per £.	120	14	7
The like of the Bark thereof	197	18	—	Fees paid at the Treasury for Warrants and Entries, and to the Au- ditor for stating and ingrossing the Accounts, and Allowance to the Surveyor General for his Charges in passing the same through the several Offices	79	—	—
The like of 37 Oak Trees cut down in the said Forest for the Use of the Navy, but refused by the Purveyor as unfit for Naval Use	78	15	—		303	4	3
The like of the Bark thereof	7	6	6	Balance of Navy Timber Account	2,121	15	2
					£.	2,414	19 5
	£.	2,414	19 5				

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N^o 18.

Woods, Forests, and Land Revenues of The Crown.
A P P E N D I X. N^o 17.

43

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N^o 18.

COPIES of Two Letters from Mr. John Collinridge to the Commissioners of the Land Revenue.

Pottersbury, near Stony Stratford,
Bucks, 20th April 1787.

Sir,
IN dutiful Obedience to the Orders in your Letter dated the 16th, I shall take great Care to obey their Honours Commands, praying Leave to know if I am to mark, or hammer-flamp, the Trees that are to be left standing, and if I am to notice those in the adjoining Riding, &c. humbly thinking the Trees mentioned *Detard*, is signifying what is here called Browle Trees, whereof there is many in these Copies and Riding adjoining. Some are much decayed, and the others are in a full-grown State for falling, and will never be better by standing, and appear very sound, useful, large Trees for the Navy, which I have often mentioned when marking the Navy Timber Falls in the different Copies these Ten Years past, and not any was granted to be felled for the Navy. I humbly pray to know if those appearing sound are to be left standing, or felled for the Navy, as they never will be better. In humble Obedience, praying their Honours Commands, am,

Sir,

Your most obedient

very humble Servant,

JOHN COLLINRIDGE.

John Fordyce, Esq,
Land Revenue Office.

Honourable Sir,

IN Obedience to your Letter of the 30th past, I have consulted and considered the Propriety of the Soil for the Growth of Oak Timber in Whitewood and Salery Forests, and from all Observations and Remarks thereon, I think it's in general as proper Soil as can be for the Growth and Produce of good Oak Timber; and in course of 104 to 130 Years Oak Timber would there grow to a Size fit for Navy Purposes, as Trees fit for Plank and thick Stuff becomes fit for the Navy in less than 100 Years, and never more fit for those Purposes, being then in Strength and sound Condition, and would not become of more Size or Strength by standing longer; and some Trees may require 150 Years to grow for the Uses of the principal large Pieces for Ships of the Rate of 50 and 100 Guns; and it's a great Pity Timber should stand longer than its proper Strength and Growth, to decay and become unfit for the Service, as is too often the Case, and in this Forest of Whitewood Part has stood for a great Number of Years longer than its Growth, and become perished and decayed, and unfit for Service; which Trees, if felled at a proper Growth, and others planted in their Stead, would produce a Growth of young Timber for Service when wanted; and in many Copies in these Forests there's very few Trees, and some scarce any, where might have been a great Number of Oak Trees now growing, if planted, many Years past. The Navy Timber bought at £. 1. 18. 0 a Load is delivered at His Majesty's Yard full as cheap as any Timber bought of the Merchants, and if those Trees of the same Size were sold on the Spot, by Auction, to the best Bidder, it's a Doubt if they would fetch more Money than sold to the Navy at £. 1. 18. 0 per Load, by Reason the Timber sold to the Navy is measured Square Measure, and that to the Country Gun Measure (as about One Shilling a Foot) which reduces it above One Fourth in Measure from the Navy Measure; and was a great Quantity to be disposed of to the Country, it would not fetch (the Quality equal as good) the Price, as when a few Trees are for Sale, as the Country Demand might not require it; and then there is that great and grand important Object in View, this fine Oak Timber may be wanted for supplying the Navy, and the Country might do with Timber of a much inferior Sort; for I am well assured, from long Experience, that valuable Article of Navy Timber must become scarce in a short Time, as the Demand for Ship Timber in general is very great, and requires the greatest Care to preserve it, and the Neglect of planting, and the using Timber at Half Growth for Country Uses, reduces the Quantity much. It's certain these Forests have a great Quantity of very fine young growing Oaks Timber in many Copies, and those Copies that I aforementioned, had they been planted, would have abounded with Timber of equal Goodness, and the Growth and Quality of the young Timber now growing on these Forests, and the fine large Timber that has been felled for many Years, and more fit for this 6 or 7 Years to come for the Navy is a general Proof that the Soil must be very proper for the Growth of Oak Timber, and would produce good, sound, strong Oak Timber for His Majesty's Navy Purposes as any can be for the Service of the Navy in general; and humbly am,

Honourable Sir,

Your most obedient

Very humble Servant,

JOHN COLLINRIDGE.

Pottersbury, near
Stony Stratford,
9 Dec^r 1789.

John Call, Esq,
Comm^d Land Revenue.

APPENDIX, N^o 19. 20.

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N^o 19.

Com: NORTHTON & RUTLAND.

AFTER my hearty Comendacions. It appearing unto me, by the annexed Certificate of Tho^r Jett, Esq. One of y^r Auditors of her Maj^{ty} Land Revenue, that there is due and in Arrears to Thomas Newton, Esq. Woodw^o of her Maj^{ty} Forests of Whittlewood and Salsley, within y^r Counties of Northton and Rutland, y^r Sum of Forty Pounds for Four Years, on his Patent Fees of One hundred Shillings ^{per} Ann. for each of the 1st Counties, (to wit) from Michas 1703 to Michas 1709: There are to authorize and require you, out of any Money that is or shall be in your Hands of her Maj^{ty} Land Revenue, to pay unto y^r f^o Tho. Newton, or his Assigns, y^r Sum of Forty Pounds for Four Years, due on y^r f^o Fees at Michas last aforesaid. And this shall be as well to you for paying, as to y^r Auditor for allowing thereof upon your Accounts, a sufficient Warrant. Whitchall, Treary Chambers, 28 December 1709.

GODOLPHIN.

To my very loving Friend, Rob^t Hart, Esq.
One of the Rec^{rs} of her Maj^{ty} Land Revenue.

N^o 20.

EXTRACT of a Letter from the Commissioners of the Navy to the Commissioners of the Land Revenue.

Navy Office, 19th June, 1789.

I^N Return to your Letter of the 27th of last Month, we acquaint you that the Timber from Salsley Forest is sent by Land Carriage to Hertford, and from thence by Water to Deptford.

The Land Carriage to Hertford is per Load	—	—	—	—	£. 3 7 —
Water Carriage to Deptford is	—	—	—	—	— 11 —
					£. 3 18 —

We are, &c.

CHA^s MIDDLETON,
J. HENSLOW,
GEO. MARSH.

Land Revenue Office,
Scotland Yard,

December 13th, 1790.

CHA^s MIDDLETON,
J^{no} CALL,
JOHN FORDYCE.

T H E E I G H T H
R E P O R T
O F T H E
C O M M I S S I O N E R S
A P P O I N T E D T O E N Q U I R E I N T O
T h e S T A T E a n d C O N D I T I O N
O F T H E
W o o d s , F o r e s t s , a n d L a n d R e v e n u e s
O F T H E
C R O W N ,
A N D T O S E L L O R A L I E N A T E
F e e F a r m a n d o t h e r U n i m p r o v e a b l e R E N T S .

Dated 12th JUNE 1791, and 6th FEBRUARY 1792.

Ordered to be printed 13th February 1792.

THE
UNIVERSITY OF
SOUTHAMPTON

1980-1981

1980-1981

1980-1981

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1980-1981

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1980-1981

To the Honourable the Knights, Citizens, and Burgeffes, in
Parliament assembled.

**The EIGHTH REPORT of the Commis-
sioners appointed to enquire into the State and Con-
dition of the WOODS, FORESTS, and
LAND REVENUES of the CROWN,
and to sell or alienate Fee Farm and other Unim-
proveable RENTS.**

THE Forest of Whittlewood is situated on the Borders of the Counties of Northampton, Oxford, and Buckingham; and comprehends, within its antient Bounds, a considerable Territory, extending into those Three Counties.

There are many Particulars in which the Forests of Whittlewood and Salcey are so similarly circumstanced, that a great Part of the Observations in our Report on the Forest last-mentioned, are equally applicable to the other, and will render it unnecessary to state those Particulars again, so fully, in our present Report.

Seventh Report,

This Forest, as well as Salcey, is Part of the Honor of Grafton; and there are various Perambulations of it, made in the Reigns of Henry the Third, and Edward the First, on Record in the Tower. A Copy of the latest of these, dated 27th and 28th Edward I. is inserted in the Appendix to this Report, describing separately, the Parts of the Forests lying within each of the Three Counties above named. Another Perambulation of this Forest, as well as of Salcey, was made in the 15th of Charles I. extending the Bounds of it far beyond the former Limits; but that violent and arbitrary Measure was rendered ineffectual, by the Act of the 16th Charles I. which restored the Bounds of the Forests to what they had been in the 20th of James the First, and was, in Effect, a Confirmation of the last Perambulation in the Reign of Edward the First.

Appendix, N^o 1.

N^o 2.

16 Cha. I. Cap. 16.

But a Part, only, of the Land within those Limits seems now to be considered as Forest Land. That Part contains ^{A. R. P.} 5,424. 1. 11, and is almost entirely encompassed with a Ring Mound, which has been its Boundary beyond the Memory of the oldest Man. The rest of the Land within the antient Perambulation, but without that

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Mound,

Manshead, Pa. 292.

Mound, consists, as in Salcey Forest, of many Estates belonging to a great Variety of Proprietors; some of which, by Grants of Free Hay, are wholly exempted from the Burthen of the Forest Laws; others are Purviews, in which the Proprietor and the Forester have each the Right of hunting, or chasing back towards the Forests, the Deer which may stray upon them; and in the Remainder, which are still subject to the Forest Laws, the Crown is entitled to certain Privileges for the Deer, and other Forestial Rights.

We have not thought it necessary to have a Survey taken of more than of the
A. R. P.
5,424. 1. 11, still considered as Forest, a Plan whereof accompanies this Report; and that Part is divided as follows, viz.

A. R. P.
3,895. — 23, consisting of 63 different Coppices, are covered with Timber, and Underwood.

887. — 34, are Open Plains and Ridings, never inclosed.

312. 2. 3, are inclosed Meadow and Pasture Lands, appropriated to the Use of the Lord Warden, Lieutenant, and Keepers; and,

329. 1. 31, are inclosed Lawns, appropriated to the Use of the Deer, and the Cattle of the Warden and Lieutenant.

This Part of the Forest is divided into Five Walks; and the following Statement will give a distinct View of those Walks, the Number of Coppices, and Quantity of Land in each, and the Parishes in which they are situated; a more particular Account of which is given in the Appendix, extracted from the Survey made under our Direction.

Appendix, N^o 3.

Walks.	Coppices.	Open Plains and Ridings.	Inclosures to the Lodges.	Lawns.	Total.	In what Parishes.
	N ^o A. R. P.	A. R. P.	A. R. P.	A. R. P.	A. R. P.	
Hasteborough	10 587 3 11	220 1 7	31 — 3	— 2 37	839 3 18	Whitfield, Silverstone, Whittlebury, Potterbury, Poffenham, Denbanger, and Lillingdon Dayrell.
Shoolbrook	7 418 1 13	155 — 6	— — —	57 1 19	571 1 19	
	19 1,095 3 7	150 — 17	57 1 20	83 2 9	1,386 3 13	
Wakefield	20 1,083 1 24	313 1 95	172 3 34	245 — 25	1,814 3 28	Poffenham, Denbanger, and Lillingdon Dayrell.
Hanger	8 456 3 32	40 2 22	16 — 24	—	513 2 38	
Shrobb	5 252 3 16	7 2 37	35 — 2	—	295 2 15	Poffenham.
	69 3,895 — 23	887 — 34	312 2 3	389 1 31	5,424 1 11	

The Coppices in this Forest, as well as in Salcey, are cut in Rotation, at 23 Years Growth; and after being inclosed for Nine Years, from the Time of each Cutting of the Underwood, they are then thrown open to the Deer and Cattle, for the remaining Twelve Years; excepting those in Shrobb Walk, which are constantly inclosed, that Walk not being subject to any Right of Common.

The Wood, Underwood, and Timber of the Seven Coppices in Hasteborough Walk, which lie in the Parish of Silverstone, now belong to Earl Bathurst; and it does not appear to us that the Crown has any other Right or Interest in them than that of Herbage and Cover for the Deer.

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The remaining 62 Coppices belonged to, and were kept in the actual Possession of the Crown, until the 17th of Charles the Second when this Forest, together with Saley, was settled on Queen Catherine for her Life, as Part of her Jointure; and in the 25th Year of that King the Coppices in both those Forests were granted, with many other Estates, to Henry Earl of Arlington, for his Life, after the Decease of the Queen, with Remainder severally to Henry first Duke of Grafton (then Earl of Euston) Charles Earl of Southampton, and George Lord Fitzroy, otherwise Lord George Palmer, and their respective Heirs Male, for ever: "Excepting to the Crown all great Trees and Timber Trees, and all Oak Saplings, growing or to grow in the said Coppices, Woods, Underwoods, and Woodlands, to be reserved or left on the same for Stables or Samplers, and which shall seem most fit and proper for Timber, according to the Form of the Statute in that Case made and provided; and also all the fairest Stables or Samplers of Oak, Ash, Elm, or Beech, in or upon the said Coppices, Woods, &c. growing, coming, happening, or arising, and also excepting and reserving all the Herbage and Pannage of the same."

13 June. 17 Cha. II.
1665.

By virtue of this Grant, which took Effect on the Death of the Queen Dowager, in 1705, the Family of Grafton are entitled to the Underwood in the Sixty-two Coppices before-mentioned, containing together 3,476 Acres, which, as we have before observed, are cut in Succession at 21 Years Growth; and on every cutting of the Underwood, the Coppices which are subject to the Right of Common (being the Whole, except those in Shrub Walk) are inclosed with a strong Hedge and Ditch, at the Expence of the Duke of Grafton, except in those Parts where the Fences of the Coppices form Part of the Outer Boundary of the Forest, which is, for the most Part, fenced with Posts and Rails at the Expence of the Crown.

31st December 1705.
N. S.

The Crown, in Consequence of the Reservations in the Patent, is entitled to all the Timber and other Trees, and to all Saplings whatever likely to become Timber, as well in the Sixty-two Coppices, of which the Duke of Grafton has the Underwood, as in the Ridings, Plains, Lawns, and inclosed Lands, held by the Officers of the Forest; and to Herbage and Feed for the Deer in every Part of the Forest.

There are Fifteen Parishes, which, under certain Limitations, enjoy the Privilege of Common of Pasture in the Forest of Whittlewood.

Six of those Parishes, called In Parishes; namely, Whitfield, Whittlebury, Silstone, (or Silverstone) Potterbury, Yardley Gobion, and Passenham with Denshanger, send their Cattle into the Forest at Lady Day*, and keep them there till All Hallow Tide †; and Nine of them, called Off or Out Towns, or Parishes; namely, Syrelham with Crowfield, Paulerspury with Heavencote, Grafton, Alderton, Wicken, Lillingston Lovell, Lillingston Dayrell, Wapenham, and Shapton, turn in their Cattle on St. George's Day ‡, and take them out at Holy Rood Day §.

* 25 March.
† 1 November.‡ 23 April.
§ 25 September.

The Duke of Grafton, and the Forest Officers appointed by his Grace, inform us, that the Commoners enjoy this Right without Stint, as to the Number of their Cattle. The Right however, which by the antient Forest Laws the Commoners had in the Forests, was only to the Surplus Herbage, after a full Supply for the Deer, of which any Number may be kept without Limitation.

Maxwood, Pa. 229.

The Cattle allowed to depasture in the Forest are Horn Cattle and Horses only. No Sheep or Swine are admitted. The Forest is driven Once a Year, or oftener, to examine whether there are any Cattle belonging to Persons not having Right of Common; and when any such are found they are impounded, and a small Fine is imposed on the Owner; the rest are marked as belonging to Commoners, and turned again into the Forest. The Numbers which commonly depasture in the different Walks are stated in the Answers of the Keepers.

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The Quantity of Land subject to Rights to Common is $4,486^{\text{A.}} 3^{\text{R.}} 2^{\text{P.}}$, being the Whole of what is now deemed Forest Land, except Shrob Walk, consisting of $295^{\text{A.}} 2^{\text{R.}} 15^{\text{P.}}$, and except the Lawns, and other inclosed Lands, containing $641^{\text{A.}} 3^{\text{R.}} 34^{\text{P.}}$, in which the Commoners have no Right; but the Coppices, containing $3,643^{\text{A.}} 1^{\text{R.}} 7^{\text{P.}}$, which are a Part of the Commonable Land, are inclosed, as before-mentioned, for Nine Years after each Cutting of the Underwood, and remain open Twelve Years, during which Time only the Deer and Cattle are admitted into them.

There are some small Acknowledgements paid by the Parishes having Right of Common in the Forest, under the Name of Hen Money, mentioned by the Keepers of the Forest in their Examinations, and collected by them, and kept for their own Use.

We shall now give a List of the Officers, under whose Superintendence and Care this Forest is placed; namely,

A Lord Warden, or Master Forester	—	His Grace the Duke of Grafton.
Lieutenant, or Deputy Warden	—	Joseph Smyth, Esquire.
Two Verderers	—	{ The Hon. Edward Bouverie. T. F. Willes, Esquire.
Woodward	—	Joseph Smyth, Esquire.
Purieu Ranger	—	Humbo Rigby, Esquire.
Five Keepers, and Six Page Keepers.		

Besides the Surveyor General of the Woods and Forests.

In the Reign of Charles the Second the Office of Warden, or Master Forester, was held by the Earl of Northampton, under a Grant from Charles the First, for his Life, with an antient Fee of Five Pounds per Annum for himself, and certain small Salaries for the Under Foresters, and other Officers appointed by him, amounting together to £.23. 6. 8 per Annum in Money; and those Officers had also certain Allowances of Wood, amounting to 231 Loads a Year, as specified in a Claim preferred by Lord Northampton, at a Justice Seat held for this Forest, in the 11th of Charles I.

In the Tower.

13 January.
32 Cha. II. 1680.

In the 32d of Charles II. that King, by Letters Patent, reciting the Grant of the Office of Warden, for the Life of the Earl of Northampton, granted the said Office in Reversion, after his Death, to Henry Earl of Arlington for Life, and after his Decease to Henry Duke of Grafton, and the Heirs Male of his Body, for ever.

But both the Earl of Northampton, and Henry Duke of Grafton, dying before the Queen Dowager, it appears that Doubts arose as to the Validity of the Grant of the Wardenship, by Reason that the Settlement of the Forest on the Queen Dowager was not recited in it; and on this Account, after the Queen Dowager's Death, which happened in 1705, Charles Duke of Grafton applied by Petition to Queen Anne, to grant new Letters Patent, to ratify and make good the former Patent of 32d of Charles II. The Petition of the Duke of Grafton was referred by the Lords of the Treasury to Sir Edward Northey, then Attorney General; who gave his Opinion, "that it was in the Queen's Power to supply the Defect in the Patent, by granting the Office, as desired by the Petitioner, the Restraint which her Majesty had been pleased to submit to by the Act for the Civil List extending only to Grants of Lands, &c. for which *Reurs* might be referred, and not of Offices." Upon this Report, a new Patent was issued, dated the 19th July, 11th Anne, granting and confirming the Office of Master Forester to the Duke of Grafton, and his Heirs Male; and on this Occa-

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Appendix, N^o 4.

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from various new Conditions, for the Benefit of the Forest, suggested by Edward Wilcox, Esquire, then Surveyor General of the Woods, were introduced into the Patent, the Chief of which are,

N^o 5 and 6.

- 1st. That the Allowances of Wood to the Under Foresters, and other Officers, amounting to 231 Loads a Year, under Colour of which great Waste was alleged to have been committed, should be abolished; and an Allowance in Money, at the Rate of 10*s.* per Load, substituted in their Stead, to be paid by the Surveyor General out of the Produce of dotard and decayed Trees.
- 2d. That the Crown should have the Power of removing any of the Under Foresters, or other Under Officers, who should either commit, or knowingly permit, any Waste or Destruction of the Timber or Saplings belonging to the Crown.
- 3d. That under Pretence of Windfalls, claimed by the Master Forester, no Timber or other Trees thrown down by Tempests, or violent Winds, should be taken; but only dead Trees, not being Timber, and dead and withered Branches, blown down by ordinary Winds: And,
- 4th. That the Under Foresters and other Officers should not lop any other Trees for Browfewood for the Deer, than such as had before been lopped, unless by the Assignment of the Surveyor of the Woods, with the Approbation of the Master Forester.

Under this Grant the Duke of Grafton holds the Office of Lord Warden or Master Forester, which gives him the Possession of the Chief Lodge, called Wakefield Lodge, with the Gardens, Pleasure Grounds, and inclosed Meadow Lands, containing together ^{A. 2. P.} 116. ^{A. 2. P.} 16. with the Pasturage for Cattle, in common with the Deer, in an inclosed Lawn, called Wakefield Lawn, containing ^{A. 2. P.} 245. ^{A. 2. P.} 0. 25.

His Grace has also, as Hereditary Keeper, the Custody and Management of the Deer: No more however seems to have been required from the Noble Duke's Family, since the Date of the Patent, than to answer certain Warrants for the Supply of His Majesty's Household, and the Public Offices, or others accustomed to have Venison from the Royal Forests. The Residue appear to have been left to the Disposal of the Lord Warden. A List of the Deer so supplied is given in the Appendix. The Numbers have varied at different Times, probably according to the Stock of Deer kept in the Forest at different Periods.

Appendix, N^o 7.N^o 8.

The Number of Deer at present kept within the Forest is computed to be about 1,800 of all Sorts; and the Number killed, One Year with another, is about 138 Bucks and 100 Does; none are now kept in Shroob Walk, the Deer having been removed from thence, by Order of the Duke of Grafton, about 15 Years ago.

The Grant of the Wardenship impowers the Lord Warden to appoint the Lieutenant or Deputy Warden, and the Under Foresters and Keepers. The Patent of Queen Anne specifies the Number of those Officers then belonging to the Forest, namely, a Lieutenant, Five Under Foresters, and Four Page Keepers; and ascertains the Salaries and Allowances to be paid to each Officer, amounting, with the Warden's Fee of *£*. 5*s.* to *£*. 25. 6*s.* 8*d.* per Annum, besides an Allowance in Money in lieu of 231 Loads of Wood Yearly, at 10*s.* per Load, being *£*. 115. 10*s.* making together *£*. 138. 6*s.* 8*d.* per Annum, which was the whole Sum then paid to those Officers by the Crown.

Appendix, N^o 9.

These Salaries and Allowances continued to be paid without Variation from the Date of the Patent until the Year 1727, when his late Majesty, by Warrant under his
Sign

Appendix, N^o. 10.

Sign Manual, allowed additional Salaries to the Under Foresters and Keepers, amounting to £. 98 per Annum, which increased the Annual Payments to £. 236. 6 s. 8 d. It appears by the Warrant issued for this Purpose that there had been an Addition of Two Page Keepers to the Number specified in the Patent.

N^o. 11.N^o. 12.

The Lieutenant or Deputy Warden, who is also Keeper of Sholbrook Walk, and Woodward of the Forest, holds the Two Offices first-mentioned under the Appointment of the Duke of Grafton, and the Woodwardship by Patent, as hereinafter mentioned. The Keepers and Page Keepers, besides their respective Salaries and Allowances, have each a Lodge, with a certain Quantity of inclosed Land. They have also the ordinary Fees and Perquisites on killing Deer, and the Wood cut for Browft is allowed to them for Fuel; and the following is a Statement of the Salaries, Allowances, and Perquisites, of the Lieutenant and Keepers; viz.

OFFICERS

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OFFICERS.			LODGES and LANDS.		Yearly Salaries and Allowances in Money.	Annual Value of Lodge and Land.	Penn and Perquisites from Deer.	Value of Brewood, at 20 s. per Acre.	TOTALS.
					£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
	Lieutenant or Deputy Warden	Joseph Smyth, Esq	—	—	19 16 8	—	—	—	19 16 8
	Keeper	D ^r	Sholbrook Lodge, and 35 Acres of Land	—	30 — —	70 — —	35 — —	25 — —	160 — —
Sholbrook Walk	1st Page Keeper	William Lovell	Maggots Moor Lodge, and 7 Acres	—	12 13 4	7 5 —	—	8 — —	57 18 4
	2d Page Keeper	William Savage	Linshire Lodge, and 7 Acres	—	12 13 4	10 — —	3 8 —	8 — —	34 1 4
Wakefield Walk	Keeper	Charles Heath	Wakefield Little Lodge, and 6 Acres	—	30 — —	10 10 —	115 — —	11 — —	166 10 —
	1st Page Keeper	Thomas Oakley	Gallat Lodge, and 5 Acres	—	12 13 4	8 — —	— 12 —	13 — —	34 5 4
Hafleborough Walk	2d Page Keeper	William Watkinson	Swetfield Lodge, and 6 Acres	—	12 13 4	8 10 —	5 11 —	10 — —	36 14 4
	Keeper	John Hammond	Hafleborough Lodge, and 14 Acres	—	25 6 8	19 — —	54 4 —	12 — —	110 10 8
Hanger Walk	Page Keeper	William Varney	Black Hedges Lodge, and 6 Acres	—	12 13 4	9 15 —	4 14 —	5 — —	32 2 4
	Keeper	William Taylor	Hanger Lodge, and 14 Acres	—	25 6 8	15 10 —	27 15 10	9 — —	77 12 6
Shrob Walk	Keeper	Reuben Capes	Shrob Lodge, and 19 Acres	—	25 6 8	30 — —	Allowance in Lieu of a Fee Back and Doe. 6 6 —	7 — —	63 12 8
	Page Keeper of Hanger and Shrob Walks	George Taylor	Brownwood Lodge, and 3 Acres	—	12 13 4	5 — —		1 10 —	24 14 4
					231 16 8	193 10 —	258 1 10	109 10 —	792 18 6
The Lord Warden's Anient Fee					5 — —				
Total Allowances in Money to the Lord Warden, Lieutenant, and Keepers					£. 236 16 8				

*Note. The Salaries and Allowances are here stated according to the Patent and Warrants by which they are granted; but the profits actual Payments to the Lieutenant, the Keeper of Sholbrook Walk, and the Keeper and Page Keeper of Wakefield Walk, are somewhat different; viz.

Mr. Smyth, the Lieutenant, receives from the Deputy Surveyor;	£. s. d.
For the Lord Warden's Fee	5 — —
For the Salary and Allowances of the Lieutenant	19 16 8
D ^r of the Keeper of Sholbrook	30 — —
D ^r of the Keeper and 1st Page Keeper of Wakefield	48 13 4
	103 10 —
Out of which he pays to the Keeper of Wakefield	25 — —
And to the 1st Page Keeper	27 — —
And retains for himself, as Lieutenant and Keeper	40 — —
	92 — —
The Residue goes as Pounds to the Surveyor General	£. 4 10 —

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Appendix, N^o 13.

The Verderors of this, as well as of Salcey Forest, have severally Half an Acre of Underwood in each Coppice, every Time it is cut, the Average Profit whereof is estimated at about £. 10. per Annum to each Verderor. They have also a Pie Buck and a Fee Doe each. Their Office is to preside at the Forest Courts; but we are informed by the Duke of Grafton that they have now no Traces of any Courts of that Nature having been held for this Forest; and we have not met with any Proceedings of such Courts of later Date than the Reign of Charles the First.

The Woodwardship of this Forest is held by Mr. Smyth, the Deputy Ranger, and Keeper of Sholbrook Walk, by Letters Patent during His Majesty's Pleasure, with a Salary of Five Pounds per Annum, paid out of the Land Revenue, an Allowance of £. 20 per Annum in lieu of Poundage on Wood Sales, formerly received by the Woodward from the Buyers of the Wood; and a Fee of Four Pence per Tree for every Tree marked for felling, which is received from the Purchasers of the Wood and Timber. The Allowance in lieu of Poundage, which is paid by the Surveyor General out of the Produce of Wood Sales, was directed by Warrant from the Treasury, in the Year 1762, to be paid, from Time to Time, into the Hands of the Lord Warden of the Forest, to be paid over to the Woodward.

Appendix, N^o 14 and 15.

Respecting the Office of Purvieu Ranger, the first Mention we find of such an Officer of Whittlewood Forest is in a Warrant dated 9th March 1766, which, after reciting that the Duke of Grafton had, by virtue of the Powers vested in him by the Grant of the Office of Master Forester, appointed Humbo Rigby, Esquire, to be Purvieu Ranger of this Forest, directed that the like Salary and Allowances should be paid to him, as were given to the Under Foresters, namely,

	£.	s.	d.
In Money a Yearly Salary of		1	13
And an Allowance in lieu of 22 Loads of Wood, claimed Yearly		19	16
by an Under Forester there			4

	£.	s.	d.
Making together		21	9
			4

And that Annual Sum was directed to be paid out of Wood Sales, by the Surveyor of the Woods, until His Majesty's Pleasure should be signified to the contrary.

Manwood, Pl. 314.

Upon this Appointment we think it our Duty to observe, that though the Grant of the Wardenship impowers the Lord Warden to appoint "all Under Foresters, " Under Keepers, and other Officers," it does not seem to give a Power of constituting any other Officers than such as had *formerly* been appointed by the Lord Warden; and that according to the Forest Laws, "the Ranger of a Forest must be made by the " King's Letters Patent." It is also observable that though the Warrant for allowing a Salary to the Purvieu Ranger puts that Officer on the same Footing as an Under Forester, with respect to the Number of Loads of Wood for which he was to have an Allowance, yet that the Sum paid to him in lieu of Wood is computed at the Rate of 18s. per Load, instead of 10s. the Allowance directed by the Patent to be paid to the Under Foresters. The Expence of this new Appointment is certainly but an inconsiderable Object; yet if the Right of the Lord Warden to increase the Number of the Officers, at the Charge of the Crown, should seem to be admitted, the Exercise of it might, at some future Time, be carried still farther: And we therefore think it incumbent on us to remark that this Appointment does not appear to us to be authorized by the Patent. The present Purvieu Ranger does not reside within the Forest.

Seventh Report, N^o 12.

The Surveyor General of the Woods has the same Superintendence of the Timber of Whittlewood Forest, as of Salcey, and similar Emoluments. His Deputy is Mr. Reuben Capes, the Keeper of Shrob Walk in this Forest, under the Duke of Grafton; whose Salary, as Deputy Surveyor for both Forests, is £. 25 per Annum.

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The Salaries and Allowances of the Woodward and Purlieu Ranger being added to those of the Warden, Lieutenant, and Keepers, before stated, make the whole Annual Payment to the Officers of this Forest £. 278. 6 s. 0 d. besides a proportionable Share of the Salary of the Deputy Surveyor.

Appendix, N^o 16.

We have taken some Pains to discover what the State of this Forest was, in former Times, before the Coppices and Offices were granted in Fee; what it produced to the Crown about the Time, or soon after those Grants were made; and what Condition it is in now, more than 100 Years after the Date of those Grants, when the Mixture of Rights created by them, and the system of Management which has prevailed during the present Century, may be supposed to have had their full Effect; and we have been so fortunate as to find the most authentic Evidence on this Subject.

In the Survey made in the Year 1608, of the Timber and Wood belonging to the Crown, in the County of Northampton, mentioned in our Report on Salcey Forest, and of which an Extract is annexed to this Report, the Number and Value of the Trees in the Forest of Whittlewood, is stated to be as follows:

Seventh Report, Page 8.

Appendix, N^o 17.

		Number.	Value, per Survey in 1608.
Timber Trees of Oak	— —	51,046	£. 25,755 — —
Decaying Trees	— —	360	123 6 8

The Number of Loads of Timber is not stated in this Survey; but the Account of the Value of the Trees enables us, in some Degree, to supply that Defect. The common Price of Oak Timber at that Period being about 10 s. * per Load, the 51,046 Trees then, valued at £. 25,755, must have contained, one with another, about a Load of Timber; and making reasonable Allowances for the Tops and Branches of the Trees, there must have been in the Forest from 40 to 50,000 Loads of Timber, Girt Measure, or from 60 to 75,000 Loads, Square Measure. It is necessary, however, to observe, that the Seven Coppices in Hadeborough Walk, now belonging to Earl Bathurst, and which contain 418 Acres, appear to have been the Property of the Crown at that Time, and were, consequently, included in the Survey of 1608. A proportionable Deduction must therefore be made from the 51,046 Trees comprised in that Survey, and there will then remain 45,568 Trees, as the Number growing on the Lands in which the Crown is still entitled to the Timber; and that Quantity is not more than should be expected to grow on such an Extent of Wood Land, of a Soil so favourable for Timber, under proper Management; for as the Coppices in which the Timber now belongs to the Crown contain 3,447 Acres, if we suppose only the same Number of Trees to have been standing in the Lawns and open Parts of the Forest in 1608, as were reported to be growing in them on a Survey of the Timber in 1783, being 191 Trees, of 30 Feet and upwards, and that the remaining Number grew within the Coppices, the Proportion would not be more than Thirteen Trees to an Acre.

* Seventh Report, N^o 14.

We are not enabled to state what Falls of Timber were made in this Forest between the taking of the Survey of 1608, and the Restoration; but the Extracts which we have subjoined of Warrants issued between the Restoration and the End of the last Century †, shew that the Forest was then also well stored with Timber, and yielded great Advantage to the Crown.

Besides those Warrants there were various others issued during the same Period, for

† 22nd March 1668. A Warrant was issued for felling 1,000 Trees in Whittlewood Forest for the Use of the Navy; which Warrant states, that the Earl of Oxford, Chief Justice in Eyre, had certified that though

N^o 5.

for felling Timber for Repairs, and other Purposes; from all which it is manifest, that the Forest was plentifully stocked with, and afforded great Supplies of Timber; and Mr. Wilcox, in his Report in 1711, about Six Years after the Commencement of the Grant of the Coppices, mentioned, as a Reason for suggesting the Regulations proposed by him to be inserted in the new Grant of the Wardenship, that "the Queen's Timber in that Forest was then very considerable."

Appendix, N^o 18.

We shall now state what Profit has arisen to the Crown from the Reservation of the Timber, and what has been the Expense of Salaries and Allowances to the Forest Officers, and of Repairs and other Works there, from the Death of the Queen Dowager, in 1705, to the End of the Year 1786. For this Purpose we have perused the Warrants issued by the Board of Treasury, and the Accounts of the Surveyors General of the Woods; and from the annexed Abstracts of those Accounts, it appears that the whole Produce of the Timber felled in the Forest, including the Value of 480 Loads taken from thence for Works at Blenheim, in the Years 1709 and 1710, but, exclusive of what has been felled for the Navy, which will be stated separately, amounts to the Sum of

The Payments to the Forest Officers for their Salaries	—	—	—	£.	s.	d.	37,026	15	6
Payments for Repairs of Lodges, and other Works in this Forest, including a Sum of £. 2,000, allowed to the Lord Warden in the Year 1747, mentioned to be as of His Majesty's Free Gift and Bounty; and a like Sum of £. 2,000, granted in the Year 1770, to be laid out on Wakefield Lodge	—	—	—	18,478	10	4½			
Expenses attending the Sales, Fees and Poundage to Officers, and other incidental Charges, stated in the Accounts of Trees felled for the Payment of Salaries	—	—	—	13,818	9	4½			
And the like Charges in the Accounts for Repairs	—	—	—	3,460	5	2½			
To these is to be added the Patent Fee or Salary of £. 5 per Annum to the Woodward, paid by Debenture out of the Land Revenue from 1705 to 1786	—	—	—	2,217	11	11			
	—	—	—	405	—	—			
Making together	—	—	—				38,379	16	10½

So that the Charges furnished by the Crown on Account of this Forest from 1705 to 1786, exceeded the Whole of its Produce, except the Navy Timber, by the Sum of

£. 1,353 1 4½

The

though considerable Quantities of Timber had been felled there by the late Lord Treasurer's Order, yet the Forest was so well stocked, that 1,000 Trees might be spared without defacing the same.

16th February 1674. An Order was made for selling 120 Tons of Timber in that Forest, for repairing the Lodge in Woodstock Park.

16th January 1682. A Warrant for felling 300 Trees there for the Use of the Navy.

20th May 1682. A Warrant for raising £. 2,000, in Whitelwood and Salcey Forests, by Sale of Trees not fit for the Navy, which Warrant takes Notice that it had been lately certified, that over and above the Trees useful for the Navy, there were a great Number of coarse Trees, by Sale whereof his Majesty might raise for some Time the Yearly Sum of £. 2,000, without Prejudice to the thriving Timber Trees, which in some Parts of the Forest were so thick as to be hurtful to one another. The Return to this Warrant shews that the Sum raised was £. 2,589. 7 s. 11 d. whereof £. 2,191. 8 s. 5 d. in Whitelwood, and the Residue in Salcey Forest.

14th May 1684. A Warrant for raising £. 12,000, for the Use of the Earl of Arlington, by Sale of such coarse Trees in Whitelwood and Salcey Forests, not fit for the Navy, as might be cut without defacing the same.

The First Proceeding that we have met with relative to the felling any Timber in this Forest for the Navy, during the present Century, was in the Year 1771, when the Navy Board having written to the Surveyor General of the Woods, acquainting him that their Purveyor had surveyed about 1,300 Loads of Timber fit for the Navy, in the Two Forests of Whittlewood and Salcey, and desiring that it might be felled as soon as possible, the Surveyor General applied to the Treasury for Directions on that Subject; and expressing, probably, that a Warrant would forthwith be issued for felling that Timber, as the Navy Board had desired, he immediately sent an Agent into the Forest to make Preparations for felling the same: But the Lords of the Treasury having thought it proper to communicate the Proposal for cutting Timber in Whittlewood Forest to the Duke of Grafton, before making any Order upon it, and the Surveyor General's Agent having, in the mean Time, proceeded to mark Trees for felling in all the Coppices, without regard to the Age or Growth of the Underwood, instead of confining the Fall to those Coppices which had been cut the preceding Season, the Duke of Grafton remonstrated to the Lords of the Treasury against that Proceeding, as injurious to his Property; in Consequence of which the felling of any Timber that Year was suspended, and Directions were given by the Board of Treasury, that the Naval Timber in the Forest should not be felled, until the particular Coppices in which it grew should come in course to be cut.

Since that Time there have been Annual Falls of Naval Timber in those Coppices where the Underwood has been cut; and the Quantity felled from 1772 to 1786 inclusive, was 3,158 Loads, the Produce of which, with the

Bark and Oil of Wood, amounted to	—	—	8,986	17	4
And the Amount of the Fees, Poundages, and incidental Expences thereon, was	—	—	—	—	—
			1,338	8	3

Appendix, N^o 19.

Clear Produce of Navy Timber to that Time —

£.	7,648	9	1
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The Accounts since 1786 being not yet passed before the Auditor, we are not enabled to state the exact Produce of the Navy Timber and Wood Sales to the present Time; but by an Account of the Trees felled from 1786 to the End of the Year 1790, transmitted to us by the Surveyor General, it appears that there have been cut for the Use of the Navy 2,304 Trees, producing 2,527 Loads, and 19 Feet of Timber (Square Men-

N^o 20.

sure. The Sales not to exceed £. 3,000 the First Year, nor £. 2,000 in any subsequent Year, to avoid felling the Timber at under Rates. By virtue of this Warrant a Sum of £. 2,000 was raised the First Year; and in the following Year a new Warrant was issued for raising the remaining Sum in the same Mode. These Warrants were founded on a Report of William Harbord, Esquire, Surveyor General of the Crown Lands, and Thomas Ager, Esquire, Surveyor General of the Woods, containing a similar Representation, of the Forest being well stocked with Timber.

30th April 1690. A Warrant for raising £. 1,000 a Year in Whittlewood Forest, for so long a Time as it could be done without Prejudice to the Forest, by Sale of Pollard and decayed Trees, fit only for Country Uses, of which there were reported to be such Quantities, that it would be for their Majesties Service to make Sales to be made thereof, not exceeding £. 1,000 Annually.

30th April 1693. A Warrant for raising any Sum not exceeding £. 500 per Annum, or £. 5,000 in the Whole, by Sale of such coarse Timber Trees (not fit for the Navy) in Whittlewood and Salcey Forests, as might be felled without detaching the same; to be paid to the Duchess of Grafton, sole Heiress of Henry late Earl of Arlington, in Part of the Sum of £. 12,000 formerly directed to be raised for the Use of the said Earl; whereof £. 2,000 was raised and paid to him as before-mentioned.

faire) which at the customary Rate of £. 1. 18s. per Load, together with the Tops, Bark, and refused Trees, amounted to—	£. s. d.
And 2,022 rotund and decayed Oak, and 331 Ash Trees, sold for the Payment of Officers Salaries, producing — —	7,111 16 4
And reckoning the Fees, Poundage, and other Charges, within that Period, in the same Proportion as those on former Sales, the Deductions from the Produce of the Navy Timber would be about — —	1,437 14 10
And on the Wood Sales — —	£. s. d.
Salaries of the Forest Officers for those Four Years — — — —	1,059 3 —
— — — —	223 14 —
— — — —	1,193 4 —
— — — —	£. 2,476 1 —
Woodward's Patent Salary for the same Time, paid out of the Land Revenue — —	20 — —
— — — —	2,496 1 —
Clear Produce since 1786 — — — —	6,053 10 2
D of Navy Timber from 1772 to 1786, as before stated — —	7,648 9 1
— — — —	£. 13,701 19 3
From which being deducted the before mentioned Sum of — —	1,353 1 4½
The remaining Sum of — — — —	£. 12,348 17 10½

shews the clear Produce to the Crown, since the Forest has been in the Possession of the Family of Grafton, being 85 Years, or on an Average about £. 145. 5s. 7d. a Year.

Having shewn what the Forest has produced since the Death of the Queen Dowager, in 1705, we shall now give a Statement of the Number and Contents of all the Trees of 30 Feet and upwards, reported to be growing in this Forest, on a Survey taken by Order of the House of Commons in the Year 1783, a Period so recent that we have not judged it proper on this Occasion to incur the Expence of a new Survey of the Timber.

		Number of Trees.		Quantity.
		In the Coppices.	In the Lanes and open Places.	Square Measure.
				Lasts. Feet.
Timber fit for the Navy -	{ Knee Timber - - - -	119	8	92 33
	{ Trees of 30 Feet and upwards, fit to cut - - - -	4,095	122	6,309 30
	{ Growing Trees of 30 Feet and upwards - - - -	834	21	805 26
	{ Trees of 50 Feet and upwards - - - -	12	—	22 44
Scrubbed, Shaken, Do- tard, and decayed -	{ Trees of 30 Feet and upwards	5,060	151	7,230 33
		353	49	569 32

By

By the same Survey it appeared that there were 18,617 Trees in the Forest constantly lopped for Browfe for the Deer, viz. 6,335 Oak Trees, computed to contain 8,907 Loads of Timber, Square Measure (being more than a Load and a Quarter each, on an Average) and 12,282 Ash Trees, containing 3,512 Loads; so that the Number and Contents of the browfed Oaks was greater than of the Oak Trees reported to be fit for the Navy, of which the Number in the Coppices was not quite Three Trees to every Two Acres of Land. Between the Years 1772 and 1783 there had been felled for the Navy 1,461 Trees, producing 1,335 Loads; if these be added to the Trees of 30 Feet and upwards, growing in the Coppices at the Time of the Survey, the Number would still be less than Two Trees to every Acre; and if the Browfe Oaks be taken into the Computation, the whole Number of the Trees of 30 Feet and upwards would be little more than Three Trees to an Acre.

This extraordinary Diminution in the Quantity of the Timber, compared with what was growing in 1608, must not, however, be supposed to have been occasioned by any Waste of the Property of the Crown on the Part of the Grantee; for Justice obliges us to remark, from the best Information, that the Number of the Browfe Oaks has not been increased within Memory, but rather decreased, by the felling of decayed and worn-out Trees; that the greatest Care is taken by the Duke of Grafton to preserve the Oak Saplings from being injured by the Persons employed to cut the Underwood; and that there is no other Forest in which the Crown has granted Rights of the same Kind, either for a Term of Years, or in Perpetuity, in which the Timber and Saplings have been so well protected as in the Forests of Whittlewood and Salcey. But, as greater Care not to injure what belongs to the Crown cannot be expected from any Grantee, we consider the present State of this Forest to be an additional Proof of the Justice of what we have frequently had Occasion to remark in other Reports, that no Property in which there is a Mixture of Rights, and a divided Management, can ever be as productive, as if the entire Interest and Direction were vested in One Proprietor; and that the Share of the Property in the Royal Forests, which belongs to the Crown, has during the present Century been under a most wasteful and destructive Course of Management.

The Observations in our Report on the Forest of Salcey, respecting the Evil Tendency of the Perquisites of the Surveyor General, as affording Inducements to fell the Timber profusely, and enhance the Expenses in the Forests; and on the mischievous Consequences of entrusting the Execution of the most important Business of that Department to Deputies, not acting on Oath, and under no effectual Controul, are equally applicable to this Forest; and the Effects resulting from those Causes are very forcibly pointed out by the Duke of Grafton, from his own Observation, in a Letter to the Lords of the Treasury in the Year 1771, in which he says, "I would earnestly and humbly entreat your Lordships to take under your Consideration the Office of Surveyor of the Woods, especially the Nature of its Perquisites, calculated to destroy, not to preserve, His Majesty's Forests. I had often mentioned my Opinion at your Lordship's Board, that a certain fixed, and even ample Salary, which might also be raised from the Woods without Prejudice, should stand in the Place of Perquisites of such a Nature as those allowed to that Officer." The Letter from which this Passage is transcribed, being a public Letter to the Board of Treasury, submitted to our Inspection among various Documents concerning this Forest, and the Observations it contains coming from a Person so capable to judge of the Subject, and so strongly recommending Alterations, which we have in former Reports suggested to be necessary, we could not avoid quoting an Opinion so likely to add Weight to our Suggestions.

But it is not by Profusion in felling the Timber, or in the Execution of Works done in the Forests, that the Property of the Crown has alone been injured: The total Want of any uniform Plan of Management and Care of the Trees, while growing,

ing has perhaps been still more destructive in its Effects. In our Report on New Forest, we observed that the extensive Inclosures planted there, in the Beginning of this Century, in Consequence of the Act of 9th and 10th William III. were, from the Neglect of thinning them while young, become filled with Trees, which, though of a great Height, contain very little Timber; and it is to be feared will never be of much Use to the Navy: And in the same Manner, the Surveyor whom we employed in the Forest of Whittlewood reports to us, that the Trees are left to grow as Accident directs, no Care having been taken to plant in vacant Places, or to thin out the Trees where they stand too near each other. In some of the Coppices (he says) "there is "little or no Succession of young Oaks; and in others they stand, in particular Spots, "as thick as possible, too thick even to grow 20 Years without injuring one another." And to remedy this Evil, he very strongly recommends to plant the vacant Places with Acorns, or to transplant young Oaks from Spots where they are growing too thick. The Care of the Duke of Grafton to preserve the Trees and Saplings from being injured by those who cut the Underwood, cannot prevent the Waste occasioned by the Neglect we have described; and though we have not found any Examples of undue Advantages being taken by the Deputy Surveyor, and other resident Officers in *this* Forest, as we did in our Enquiries into the Conduct of those in the Forest of *Dean*, yet it cannot be Matter of Wonder that, under such loose and inattentive Management, as has prevailed for so long a Time, the Property of the Crown in this Forest should have been so unproductive, and should now be, comparatively, of so little Value.

Having stated all that appears to us to be necessary to enable the Legislature to judge of the Condition of this Forest, during the last and the present Century, and of the Causes to which we impute the great Decrease in the Quantity of the Timber, we shall now proceed to suggest such Alterations and Arrangements as we think the most likely to restore it to its former State of Improvement, or to render it more valuable to the Crown.

In our different Reports, we have found it necessary to propose different Plans of Improvement, suited to the peculiar Circumstances of each Forest. Our uniform Wish has been to accomplish the Object of our Appointment, in suggesting Plans for the Improvement and better Management of the Royal Forests, without proposing any Thing that might injure the Private Property mixed with that of the Crown; nor have we felt that Delicacy more on any Occasion, than in what relates to the Forest of Whittlewood.

A Division of this Forest, by which the Crown, the Duke of Grafton, and the Commons, might each have a separate Share, as an Equivalent for their present Interests, cannot, in our Opinion, be proposed. By such a Plan, the Beauty and Value of the Place would be lessened; and the Share to which the Crown might be entitled, would not be of sufficient Extent to render it advisable to take it into Possession, and to have an Establishment of Officers for its Management and Improvement. Neither could we propose a Sale of the remaining Property of the Crown to any other Person than the Proprietor of the Parts already alienated; for the Purchaser, in Consequence of acquiring that Power over the Timber which the Crown has at present, might deprive the Place of all those Trees which form its chief Ornament, and which have hitherto very properly been spared. It seems to us, therefore, that there are only Two Plans which we can, with Propriety, recommend for the Consideration of the Legislature, respecting the future Management of this Forest; the one, that the Rights reserved by the Crown, in the Timber, the Deer, and the Soil, should be transferred to the Duke of Grafton, on reasonable Terms; and the other, to endeavour by a better and more attentive Management, to restore this Forest to the State of Improvement in which we have shewn it to have been in former Times.

If the first Plan shall be adopted, we would humbly propose that the Price or Consideration to the Crown should either be paid by the Duke of Grafton, in Money;
or

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or that he should engage to deliver, Annually, by Way of Rent Charge, a certain Quantity of Timber for the Use of the Navy; and, in either Case, to exonerate the Crown from all future Expence of Salaries and Repairs.

If this Arrangement shall be adopted, the Price to be paid, or the Quantity of Timber to be delivered, may be determined by Commissioners to be named by the Crown, and the Duke of Grafton.

In case an absolute Sale of the Crown's Interest should take Place, we would humbly advise that the Sum to be received for it should be laid out in the Purchase of some Estate of a proper Soil for the Growth of Oak, situated near to One of the Dock Yards, or to One of the Royal Forests proposed to be kept as Nurseries of Timber for the Navy. But if the Proposal for delivering an Annual Quantity of Timber should be preferred, the same Regulations as we have suggested in our Report on the Forest of Salcey may be established here, both for securing the Annual Supply to the Public, and guarding against the Possibility of a profuse and wasteful cutting of the Timber, by a future Possessor of the Forest.

Seventh Report, Ps. 31

An Arrangement of this Nature, we apprehend, would prove advantageous both to the Crown and to the Grantee: The Duke of Grafton would have it in his Power to pursue that Plan of Management which he should think the most for his own Interest, and by which the Property might be best improved: A less Number of Officers might, perhaps, be found sufficient for a Forest of this Extent; and certainly the Repairs of Lodges and Fences would be performed with more Economy than they have been by the Officers of the Crown; and all the Profit to be derived from Care of the Forest, or saving in the Expenditure, or from any Plan of Improvement, either for the Increase of the Timber or Underwood, would be entirely his own.

The authentic Proofs we have given of what this Forest formerly produced while the Interest in the Timber and the Underwood belonged wholly to the Crown, shew the Value to which it might again be brought, if it should be freed from the Mixture of Rights created by the Grants under which the various Interests are now held; for it can hardly be doubted, that under the watchful Care of the Grantee, if he were the Sole Proprietor, the Forest would be at least as productive as it formerly was, under the Disadvantages attendant on public Management.

The Crown would, at the same Time, be freed from the difficult Task of protecting Property mixed with that of others, who have opposite Interests; and of guarding against the Misconduct of its own Servants; as well as from the Charge of paying a Number of Officers, not of its own Appointment; and of supporting and repairing of Lodges, at an Expence which cannot easily be ascertained or regulated; and the public Object would, at the same Time, be attained, of securing a Supply of Timber for the Dock Yards.

But previously to the carrying this Plan into Execution, it would be extremely desirable that such a Settlement should take Place between the Crown, the Duke of Grafton, and the Commoners, as we have recommended in our Report on the Forest of Salcey; by which, if it shall be agreed on the Part of the Crown and the Duke of Grafton to discontinue the keeping of Deer in the Forest, or to confine them to an inclosed Part of it, the Commoners should consent to the Coppices being kept a longer Time inclosed after each Cutting of the Underwood, in Consideration of their having the entire Enjoyment of the Pasture of the uninclosed Parts of the Forest for their Cattle (instead of having, as at present, only a Share of it, in Common with the Deer) and of their being wholly freed from the Damage done to their Lands, by the Deer straying upon them, for which they are at present without a Remedy; and the

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ascertaining

ascertaining of that additional Term of Inclosure should also be submitted to Commissioners.

Besides the great Advantage to the Saplings and Underwood from the Coppices being kept a longer Time inclosed, and protected from the Cattle, there would be a considerable Saving in the making of Fences, which would not require to be of so expensive a Kind, if the Deer were either removed, or confined to an inclosed Part of the Forest: And the Browfe Trees might then be wholly cut and disposed of, which would give Room for more Underwood, or better Trees to grow in their Stead.

If the Benefit to be derived to the Woods and Timber, from such an Agreement with the Commoners, shall be extended to the Coppices belonging to Earl Bathurst, an adequate Consideration should be allowed by him to the Crown and the Duke of Grafton, proportioned, as we conceive, to their respective Interests in the Deer, in Return for the Advantage which his Property will receive from the Woods being longer inclosed; but if no Alteration shall take Place with respect to those Coppices, the additional Pasturage within them for the Cattle, in Consequence of the Removal of the Deer, will form Part of the Compensation to the Commoners for keeping the other Coppices a longer Time inclosed.

Objections have been suggested to us by the Duke of Grafton to the Proposal for a Rent Charge in Timber, both on Account of the Risk to the Public, and to the Grantee; from the Possibility that some future Possessor of the Forest may dispose of the Whole of the Timber, to the Injury of the Public, which might be disappointed of the Supply expected for the Navy, and of his Successors, who would remain burthened with the Rent Charge, though deprived of the Stock from which it was to be furnished: And we can propose no other Means to guard against this Danger than what occurred to his Grace, and are stated in our Report on Salcey Forest, and the usual Restrictions to prevent Waste in entailed Property.

If, however, neither of the Plans on which we have proposed a Transference of the remaining Rights of the Crown to the Grantee, shall meet with the Approbation of the Legislature, and of the Duke of Grafton, it remains for us then only to recommend a more regular and attentive Management of the Property which the Crown now has in the Forest; and that more effectual Checks may be put on the Conduct of the Officers to whom the Care and Management of it shall be intrusted.

With this View we think that a new Survey should be taken of all the Timber and other Trees and Saplings belonging to the Crown; and that Regulations similar to those which we have suggested in our Report on the Forest of Salcey, for the Care of the Interests of the Crown there, during the Continuance of the present Grant of the Wardenship of that Forest, should be established here.

Regulations of this Nature are not altogether new or unprecedented; on a Reference to the Warrants and Proceedings concerning this Forest during the last Century, it will be found that for many Years after the Coppices were granted in Fee, similar and more numerous Checks were provided, and strictly attended to in the Execution; but these have since been neglected, and gradually suffered to fall into Disuse.

The same Regulations as we have proposed in that Report, with respect to Repairs or other Works in the Forest, to be done at the Charge of the Crown, should also be adopted here; and as it is probable that the Expences of that Kind hitherto incurred, and

Seventh Report, Pa. 14.

Appendix, N^o 22.

and which appear to have amounted, from 1705 to 1786, to no less than £.16,036. 11. 3^d. (including the Two Grants of £.2,000 each to the late and present Warden of the Forest) have been gradually enhanced, in Consequence of the expensive Mode in which all Works executed in any of the Forests have been carried on; and as it appears that a great Part of the Expence of the Repairs of Wakefield Lodge has always been defrayed by the Family of Grafton, and it cannot be proposed that a House of that Magnitude should be supported as a Lodge, entirely at the Expence of the Crown, we would humbly propose that an Estimate should be made of the Expence which may be necessary for keeping a proper Lodge for the Lord Warden of this Forest in Repair, having Regard to what the antient Lodge was, before it was enlarged as a Place of Residence for the Family of Grafton, if that can be ascertained; and that a reasonable Allowance should, accordingly, be made to the Duke of Grafton, on that Account.

The Deputy Surveyor, or Officer intrusted with the Care of the Timber in that Forest, and who should be resident within or near it, should have a Salary adequate to the Duty of his Office, and should not be allowed to take any Perquisite whatever, or to hold any other Employment; and the Power which the Crown has over the Keepers will, at all Times, be sufficient to compel them to do their Duty, in regard to the Preservation of the Timber (with proper Attention on the Part of those who may be intrusted with the Forests) not only from their being removeable for committing or suffering any Waste of the Timber, or Saplings, but from the Nature of the Warrant under which their additional Salaries, amounting to £.98 per Annum, are paid, and the Purpose for which that Allowance was made, namely, "to encourage them to be more vigilant and active in the Preservation of the Timber."

Appendix, N^o 10.

The lopping of Oak Trees for Browf for the Deer, we conceive to be One great Cause of the Decrease of the Timber fit for Naval Use; and, in our Opinion, it cannot be of much Benefit to the Deer, the Oak being so slow of Growth as not to be fit for hrowfing oftener than Once in Twenty Years, and, when very old, not oftener than Once in 30 or 40 Years; while the Alder, which affords a more suitable Food for the Deer, may be hrowfed every Ten Years. It appears to us, therefore, to be more advisable to increase the Number of Browf Alders, if what are now in the Forest are not sufficient, than to continue the large old Oaks, which produce so small a Proportion of Browf.—Some of the hrowfed Oaks, in the Judgment of the Agent for the Navy Board, as well as of our Surveyor, are still fit for Naval Use; and, in our Opinion, the Whole of *that* Description ought to be taken down, to make room for a Succession of young Timber; and such as shall be left standing for Browf Trees should be divided as equally as possible, to prevent unnecessary Injury, either to the Saplings or Underwood.

The Carriage of the Timber from this Forest to Deptford Yard has hitherto cost not less than £.3. 10^s. per Load, Square Measure; the Land Carriage having been either to Oxford, about 30 Miles, or to Hertford, which is upwards of 50 Miles; though, to lessen that Expence as much as possible, the Navy Board have had the Timber here, as well as in Salcey, squared and sided in the Forest, by which we are informed the Timber is reduced One Half in the Quantity. In future, we apprehend there may be a considerable Reduction in this Charge, by conveying the Timber by Land to Aynhoe Wharf, about 11 or 12 Miles from the nearest Part of the Forest, and from thence, by the Canal lately made, to Oxford.

But though the Regulations we have proposed, if carried uniformly into Effect, under the Direction of an Office of Forests, properly constituted, would in all Probability tend very much to improve the Property referred by the Crown in this Forest, and to increase the Quantity of the Timber; yet we are convinced that no Regulations, nor any System of Management which can be devised, will ever be found completely

to guard against, or prevent, the bad Effects to be apprehended from a Mixture of Rights, and an Opposition of Interests, in the same Property. No Estate which has more than One Proprietor, and is under a divided Management, can ever be brought to its highest State of Improvement; and these Regulations are suggested, only because our Duty requires that we should propose the best Means that occur to us for the Preservation and Improvement of the Timber, in case the Rights of the Parties shall remain unaltered.

Land Revenue Office,
Scotland Yard,
12th June, 1791.

CHAS MIDDLETON, (L. S.)
J N^o CALL, (L. S.)
JOHN FORDYCE, (L. S.)

SINCE

SINCE the foregoing Report on the Forest of Whittlewood was closed, the Duke of Grafton had signified to us, that "having considered fully the Difficulties attending an improved Settlement of the different Rights in this Forest, he would not object to receive, as an Equivalent, such separate Portion of the Whole, as is proportionate to his present Possessions, provided that Share should commence from the East Side, or Boundary, of the Forest, and be allotted round Wakefield Lodge; thinking that might be the most practicable Method of effecting the Settlement desired, and which, as it must be thought reasonable in itself, so it would put neither the Crown, nor other Claimants, under any Inconvenience."

The Circumstances which prevented us from suggesting a complete Division of this Forest, by which the Crown, the Duke of Grafton, and the Commoners, might each receive a separate Share, as an Equivalent for their present Interests, were, as we stated in the Report, our Apprehensions that the Beauty and Value of the Place might be injured by such Division, and that the Part allotted to the Crown would not be of sufficient Extent, to render it advisable to take it into Possession, and to have an Establishment of Officers for its Management and Improvement.

The First of these Objections being, undoubtedly, removed by the Suggestion of the Duke of Grafton, who must be much better able to judge of the Effect which such a Division would have upon the Forest, as a Place of Residence, than we can be, we shall now suggest what we humbly conceive might prove an advantageous Arrangement, both to the Crown and the Duke of Grafton; and by which a more general Separation of the Property of the Crown from that of the Noble Duke, than is proposed in the Letter we have referred to, would be effected.

In our Report on the Forest of Salcey, we gave it as our Opinion, with the same View of putting an End to the Mixture of Property, that an Offer should be made to the Duke of Grafton to purchase his Right to the Underwood in that Forest, agreeably, therefore, to the Principles of each of those Suggestions, we would humbly recommend, that the Rights of the Crown in the Part of Whittlewood Forest mentioned by the Duke of Grafton, commencing at the East Side, and extending round Wakefield Lodge, should be transferred to the Duke; and that, in Return, the Rights which his Grace has in Salcey Forest, and so much of the West Part of Whittlewood as may be farther necessary to compensate what the Duke may receive, should be transferred to the Crown.

By Means of this Arrangement, if the Grant of the Offices in Salcey Forest shall terminate at the Death of the present Warden, the Crown will then have the entire Property of that Forest, subject only to the Rights of the Commoners; and will have the same Interest in so much of the West Part of Whittlewood as may be allotted to the Crown; and with this View we apprehend that Commissioners or Trustees should be appointed by the Crown to treat with the Duke of Grafton for a Settlement of this Nature; and that any Difference of Opinion which may arise respecting the Terms of Exchange, should be referred to Arbitration.

In Order that the Settlement may be rendered as complete and permanent as possible, it may perhaps be advisable, that as the Crown will be freed from the Payment of Officers, and from the Repairs of Lodges or other Expences, within the

Part of the Forest to be allotted to the Duke of Grafton, that Part should be rendered *Fee Simple*, instead of being held, as it now is, only during the Continuance of Heirs Male of the Family of Grafton. The Terms agreed on for such Exchange should be laid before Parliament; and if approved, an Act should be passed for carrying the Agreement into Execution.

As the great Object for the Public, in the future Management of the Woods to be then allotted to the Crown, will be the Increase and Protection of Timber for the Navy; and as the young Trees are often destroyed, and even the Underwood considerably injured by the early Admission of Cattle, it may be further advisable that, in the same Act, Provision should be made for an Alteration in the Mode of enjoying the Right of Common; by which, instead of the Coppices being thrown open to the Cattle at the End of 9 Years, the Crown should be empowered always to keep a certain Proportion of the Forest inclosed, until the Trees shall be past Danger from Cattle; and that on throwing open those Inclosures, or any Part of them, an equal Portion of the Residue should be inclosed for Timber, in the same Manner as is provided in the Acts for Dean and New Forests, and as we have proposed for the improvement of others.

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9 & 10 W. III.

By such a Settlement with the Commoners, though the Crown will be entitled to increase the Quantity inclosed, in consequence of the Removal of the Deer, the Interest of the Commoners will not be injured, because they will have the entire Use of the Herbage of the Part left open for their Cattle; and though that Part will be of smaller Extent, the Pasture will not be less valuable.

The Officers who may be appointed for the Care of Salcey Forest may, as we have suggested in the Report on that Forest, have the Superintendence of both, which would in some Degree obviate the Second Objection.

Land Revenue Office.
Scotland Yard,
6th February 1792.

CHA^s MIDDLETON, (L. S.)
JN^o CALI, (L. S.)
JOHN FORDYCE, (L. S.)

A P P E N D I X.

A P P E N D I X.

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N° 1.

PERAMBULATION of the Forest of WHITTLEWOOD, in the 17th Year of King Edward 1st.

ROT: PERAMBULAC: de Anno Regni Regis Edwardi Primi Vicefimo Septimo. m. 11.

NORTHT. { **R**EX Omibz ad quos &c^t. Salutē, SCIATIS qd cum Coitas Regni nri nos concesserit
 Quindecim annis emū Bonū suū mobilium que habent in Feſto S^ci Michie
 p^{ri}mo futuro extunc taxandō, Quequidem Quindecima poſt hujus modi Taxacoem colligi
 debet, levari et fidelit^r nob^{is} ſolvi, Volūmus et concedimus p^{re} nob^{is} et heredit^r nris qd q^uambulacoēs
 faſte coram d^{omi}no et fidelit^r nro Rog^o Brabantoun et Socijs ſuis ad hoc assignatis q^u p^{re}ceptum
 n^{ost}rum de Foresta nris in Com Northon decret^o teneantur et obſervent^r q^u Metas et Būdas
 contentas in eisdem q^uambulacoibz qual^{it} Tenor de Verbo ad Verbum ſequitur in hunc Modum.

PERAMBULAC ſc^{ilicet} in Foresta de Salſeto et Wytlewode Die Ven^{is} p^{re} ante Feſtum Ap^{osto}l^{orum}
 Simonis et Jude Anno Regni Regis Edwardi Filⁱⁱ Reg^{is} Hen^{rici} Vicefimo Septimo q^u p^{re}ceptum D^{omi}nⁱ
 Regis Edwardⁱ q^u Sac^{re}rum Wal^{ter}i Filⁱⁱ Rob^{erti} de Daviſtre, Galfridⁱ de Sandysre, Joh^{annis} de Roſeles,
 Will^{elmu}s de Winton, Elye de Preſtone, Joh^{annis} de Hargrave, Thome Malekaks, Rog^o Muſindroe,
 Ade de Tourimere, Rob^{ert}i le Bon, Hen^{ric}i Gobyon, Joh^{annis} de Barnevill Joh^{annis} de Grymſcote, Theo^{ph}o^{ph}
 baldi de Eveale, Thome de Gretworthe, Reginaldⁱ Cl^{erici}, Joh^{annis} de la Haethe, Joh^{annis} de Wyde^{ville}
 wyll, Joh^{annis} Le Foſſeler, Reginaldⁱ Mallo^{re} et Joh^{annis} de Cumelyntone ad hoc elect^{os} coram Rog^o
 Brabantoun, Joh^{annis} de Berwyk, Rad^{ulpho} de Hengham et Joh^{annis} de Croket Juſt^{ici} ad hoc assignat^{os}.
ISTE SUNT BUNDE et Divi^{ſi} de Wytlewode, Vid^{elicet} de Ponte de Stony Stratford q^u Filium
 ven^{it} cur^{ius} Aque de Ouse, includend^{um} in Foresta Paſſenham et Kyngelham uſq^{ue} Salcwer^e, et de
 Salcwer^e uſq^{ue} Kyngelham Mere, Et de Kyngelham Mere int^{er} Campum de Maga Deneshanger et
 q^u Wy Deneshanger uſq^{ue} Portwey et ſic ex Wanſer le Portwey int^{er} Kyngelbarwe et Wykebarwe q^u
 Wyncheſwey int^{er} Feod^{um} de Paſſenham et de Wykedyne uſq^{ue} ad Gardium Elye de Tyngwyks,
 Et ſic q^u quoddam Foſſatium includend^{um} p^{re}ſent^{em} Gardinū ſimil^{iter} cum Man^{er}io ſuo Co^{munis} magna
 Deneshanger et inde extranſit^{us} q^u Kyngelbroks uſq^{ue} ad Bournewell int^{er} Boſcum d^{omi}nⁱ Regis
 et Boſcum Joh^{annis} Dyne, excludend^{um} d^{omi}nⁱ Boſcum d^{omi}nⁱ Joh^{annis} uſq^{ue} Byrchengrene, Et de Byr^{ch}
 chengrene int^{er} Boſcum d^{omi}nⁱ Regis Heywode uſq^{ue} Weſtmededyks, Et de Weſtmededyks
 int^{er} Boſcum de Norton de Heywode uſq^{ue} Ferthynger, includend^{um} Boſcum de Nortone tantum,
 Et de Ferthyng uſq^{ue} Stoufordhache, Et de Stoufordhache uſq^{ue} Alyenewodebrok et ſic uſq^{ue}
 Chapelhache, Et del Chapelhache q^u medium Prioratus de Loſfeld int^{er} Comitatus Northon et
 Bokynghame, et ſic uſq^{ue} Wolmerſtyl int^{er} Hynewod et Haſelberwe et Hynewode Ruydyng,
 excludend^{um} Hynewode, Et ſic q^u Laageſlyks int^{er} Marywode et Haſelberwe uſq^{ue} Luelleybrigg,
 et de Luelleybrigg int^{er} Boſcum d^{omi}nⁱ Regis et Feod^{um} Wyatoner q^u quoddam Foſſatium
 uſq^{ue} Lurtebrokbrigg, Et Villae de Wyneveld rect^{as} in Foresta ſicut Prius, Et de Lurtebrokbrigg
 includend^{um} Grangiam de Kyngeshull uſq^{ue} Stakeſwell, et de Stakeſwell int^{er} Byrdemer et Bichenho
 uſq^{ue} Warpenamwode q^u Le Rede Wey, Et ſic int^{er} Boſcum Monacho^{rum} S^ci Andree Northon et
 d^{omi}nⁱ Regis uſq^{ue} Haſelberwemor, Et de Haſelberwemor uſq^{ue} Tonebrigg, Et de Tonebrigg uſq^{ue}
 Heggemeſne, includend^{um} q^u cum de Haule infra verus Foſſatium, Et de Heggemeſne q^u quoddam
 Duſum uſq^{ue} Newebrigg excludend^{um} Doowellehay et Viſt de Tonceſtre, cum q^uochia ejusdem
 uſq^{ue} Pavelychegg et de Pavelychegg uſq^{ue} Wodekeſpath q^u Feod^{um} de Nortone, et de Wodekeſpath
 int^{er} Feod^{um} de Pavely et de Nortone uſq^{ue} Odewell et ſic uſq^{ue} ad Watlyngſtrete ſubtus q^u cum
 Potterſpyre, Et ſic q^u Watlyngſtrete uſq^{ue} ad Capud Viſt de Potterſpyre ex Oppoſito de Weſche^{ster}
 hurne, et de Weſcheſturne q^u quoddam Duſum uſq^{ue} Roale, et de Roale ſubtus d^{omi}nⁱ Regis
 et de Redebro^{ok} uſq^{ue} Bernyleſwode, excludend^{um} Boſcum de Coveſgrave Forbo, Prior^{is} de Snelle^{shill}
 ſhall, Elye de Tyngwyks, Joh^{annis} Filⁱⁱ Joh^{annis} et Joh^{annis} de Bernevill, et ſic uſq^{ue} Bernevylleſhache,
 et de Bernevylleſhache q^u quoddam Semitā uſq^{ue} Santpittes, Et de Saxeſpites, excludend^{um} Feod^{um}
 Leyceſtr^{um}, uſq^{ue} Wyckewell, Et de Wyckewell ex tranſverſi Duſum uſq^{ue} Tripeneh^g in Camp^o
 de Poket^{um}, Et ſic int^{er} Feod^{um} Leyceſtre et de Paſſenham, includend^{um} tantum Feod^{um} de Paſſenham,
 Et de Tripeneh^g ſubtus Coog^{ram} de Poket^{um} et de Schrobbe q^u Alwayſefeld uſq^{ue} Keſeleſhull,
 Et de Keſeleſhull uſq^{ue} Faſſileſcroſethurne, Et de Faſſileſcroſethurne tranſcundo ultra Watlyng^{ſtrete}
 ſtrete q^u quoddam Viā qu^{am} ſeducit ad le Feldyate Red^{em} Erche de Forbo, includend^{um} totum
 Boſcum qui vocatur Nouſkekeſt, Et ſic q^u Watlyngſtrete uſq^{ue} ad Pontem de Stony Stratford.

This is a true Copy of the Record in the
 Tower of London, having been examined.

ROBERT LEMON,
 Chief Clerk.

ROT:

ROT: PERAMBULAC: de Anno Regni Regis Edwardi primi Vicefimo octavo. m. 28.

OXON. { REX Omibz ad quos &c. SCIATIS qd cum Communitas Regni nri nobis concessimus
 Quindecim annis omni Bonor suor mobilis que habent in Feodo Sci Michis pmo
 futuro extone taxandor Quequidem Quindecima post hujus modi Taxacem colligi debet
 levati, et fidelit nob solvi Volumus et concedimus p nob et heredibz nris qd pambulacem fac
 coram dilect et fideli nro Rogo Brabazon et Socijs suis ad hoc assignatis qd pceptum nrm no
 Forestis nris in Com Oxon deceto tentatur et observentur qd Metas et Bndas contentas in
 eisdem pambulacibz quas Tenor de Verbo ad Verbum sequitur in hunc Modum. PERAM-
 BULACIO Forestar Com Oxon fca enram Dñs Rogo Le Brabazon, Radu de Hengham et
 Willmo Inge Justic Dñi Regis ad dñam pambulacem facient assignat in pñcia Forestarior et
 Viridarior Forestar pñcia Die Dñica in Vigilia Beati Petri in Cathedra Anno Regni Regis Edwardi
 Vicefimo octavo qd sacm Johis Filij Gaidon Fulcon de Rucote, Thom de Parco, With de Skatebrok,
 Hen de Bruylly, Gifford de Gay, Ric de Canas, Johis de la Hyde, Hugoais de Barton, Sirph
 de Abedoo, Johis de Haddou, Robti de Stoks, Robti de Romeny Jun, Ric de Cornwell, Radu
 de Sutton, Hen Le Espieer de Cheping Norton, Wale Hefel de Lillington, Robti Noel de
 Wode Pynte, Nichi Broun Jun, Radu de la Hyde, Willi Bernard, Johis de Honyngton de Chade-
 hyngton, Ade de Dnonhalle, et Robt de Ahtoce. QUI DICUNT sacm suum qd Foresta
 de Whytewode incipit apud Buggerode juxta Stowehach int Boscum Abbas de Osneye et
 Boscum de Boycote, et sic usq Foulmere, et sic usq Blakeputes Slade, et sic usq Holweye, et sic
 qd vivam Hayam usq Stowehach, Et sic qd Villa de Boycote cum Campis Boscis et omibz pñcia,
 que est in manu Abbas de Burtlesden deafforestatur, Et deinde incipiendo apud Aylythwodebrok
 int tres Com Scith, Oxon, Boscs, et Northon, Et sic qd Divisa usq Wytebury Rode, includenda
 Forestam ex parte sinistra qd omes Bndas et Metas subscritas, et excludendo extra Forestam ex
 parte destra totum residuum, Et sic usq le Cokshute Weyr, et sic usq vivam Hayam inter Bos-
 cum et Campum apud le Brode of the Lefewe, et sic qd vivam Haiam usq Follatun apud le Suer-
 testile, Et sic descendendo int Campum del Heyburne et Campum de Lillington usq le Heritstete
 ad Capud supius de Throklemede, et sic qd le Heritstete usq Divisam int Campum de Lillington
 et le Heyburnum, Et sic ascendendo usq Wakerfeld Rode, et sic qd vivam Hayam usq le Blakepute
 et sic usq Hardeley grene, et sic usq in Bychemegrent, et sic usq Southfelderde, et sic usq le
 Thithelgrene, et sic usq Leycehamrode, et sic extraverso usq Stotefeldich, et sic usq Torroha-
 terhawe, et sic usq Rivulum qui venit de Aylynewodebroks, et sic qd dñm Rivulum usq magham
 Lillington, Et sic magna Lillington cum Campis Boscis et alijs pñcia est extra Forestam. ET
 DICUNT Jun qd Boscus de Boycote qui est Abbas de Burtlesdene, et Boscus de magna Lillington
 qui modo est Galfridi de Bradden et Ade de Monte Alto furrunt afforestati post Coronac Dñi Hi
 Regis pavi Dñi Regis nunc, ad tale Dampnum qd nec ipsi nec eor Antecessores seu pdecessores
 post tempus pñcia usq nunc, nichil de pñcia Boscis capere pñcia, nisi qd Liberacem Foresta-
 rior et ad eordem Forestarior Voluntatem nec aliud pñcium de eisdem Boscis recipere sicut prius
 here et facie consueverunt ante tempus Coronacois Dñi Hi Regis pñcia abq Attachamento et Im-
 pedimento Forestarior pñcia. ET DICUNT omes pñcias Boscos esse afforestatos post Corona-
 cionem Dñi Hi Regis pñcia put intellexerunt et intellegunt ex Relato Antecessor suor et alior qdof
 Holium et qd cōm Famam Patrie et qd omes Villaros eidem Foreste ppinguim adjacentes, SET
 DICUNT Jun qd quid vel quantum et quales Bosci fuerunt afforestati in tempore Regum Henr
 pavi, Ric et Johis sepeliam, certive noñre stfunt.

This is a true Copy of the Record in the
 Tower of London, having been examined.

ROBERT LEMON,
 Chief Clerk.

ROT: PERAMBULAC: de Anno Regni Regis Edwardi primi vicefimo octavo, m. 2.

BUKS. { REX Omibz ad quos &c. SCIATIS qd Cum Communitas Regni nri nob concesserit
 Quindecim annis omni Bonor suor mobilis que habent in Feodo Sci Michis pmo
 futuro extone taxandor, Quequidem Quindecima post hujus modi Taxacem colligi debet levati
 et fidelit nob solvi Volumus et concedimus p nob et heredibz nris qd pambulacem facit
 coram dilect et fideli nro Radu de Hengham et Socijs suis ad hoc assignatis qd pceptum nrm no
 Forestis nris in Com Boks deceto tentatur et observentur qd Metas et Bndas contentas in
 eisdem pambulacibz quas Tenor de vbo ad vbum sequitur in hunc Modum. PERAMBU-
 LACIO facta de Foresta nra in Com Boks Die Jovis in Septimana Pentecost Anno Regni Regis
 Edwardi Filij Regis Henrici Vicefimo octavo, Coram Dñis Radu de Hengham, Willm Truffell, Stephn
 de Gravelend et Willmo de Sutton Justic qd Bre Dñi Regis ad pambulacem Foresta faciant in
 Com pñcia assignat Jurator subscritos Videt, Willm de Bello Campo, With de Saundirdone Milites,
 Radu Seitus de Crendoo, Petrum de Rokele de Wotton, Radu le Serjaunt, Rogm Bracy, And
 Croks,

+

APPENDIX, N° 1, 2.

29

Croks, Eliam de Aspele, Robt^m de Burlee, Reginaldum de, Willm de Viridaf, Thomam de Lenton, Radm de Reyne, Nichm de Euer, Willm de Olneye, Robm de Ekeneye, Rotm cum Barba, Thomam Manger, Thomam de Walda, Johem Baffet, Willm Passlewe, Ricm de Tours, Willm le Beeller, Thomam Bol., Johem Fil Johis de Hamplaf, Joh^m de Hargrave, Robm de Hynes Ju^r, p^rsecia Johis de Haof Foresta^r de Berilwode, Walⁱ de Upton, Johis de Feurbrans, Adam Fil Petri Viridaf. QUI JUK DICUNT q^d Sacramentum suum qd Dnus H Rex parvus Dñi Regia nuoc habuit ad Coronacem suam dñcos Boscos suos in Com p'dco in Foresta prius afforestata q^d Antecessores suos, Scit, Boscum de Pounchrale &c. ITEM p'dci Jus Dicunt qd in Balia Johis de Tyagwyll foresta^r de Whytewode in Com p'dco p'dcus Dnus H Rex parvus &c. nullum habuit Dñicam Corone, nec ante tempus sui nulla Foresta fuit nisi q^d ipm Deum H Regem parvum &c. et temporib^z Regum post et non ante—ITEM p'dci Jus Dicunt qd in Baliva Ade de la Chaumbre Foresta^r de Sauce in Com p'dco p'dcus Dnus H Rex parvus &c. nullum habuit Dñicam Corone, nec ante tempus sui nulla Foresta fuit, nisi q^d ipm Dñm H Regem parvum &c. et temporib^z Regum post et non ante.

This is a true Copy of the Record in the
Tower of London, having been examined.

ROBERT LEMON,
Chief Clerk.

N° 2.

PERAMBULATION of the Forest of WHITTLEWOOD, in the 15th Year of
King Charles Ist.

Foresta Dñi Regis } PERAMBULAC^o fca per Thomam Knighte Gr^o Franci Butler Gr^o
de Whittlewood. } Robm Hopkyns Ricm Scrivenor Ricm Fitz Hughe als Capnrot, Ricm
N° 2. in Bundet 2. } Webb Gr^o Johem Hopkyns, Rotm Robyns, Robm Clarke, Will^m Reeve
Clancor in Fo- } Gr^o, Thomam Holman, et Robm Heulon, Regalato^r Foreste de Whittle-
rest de Whittle- } wood p^red de Metis et Bundis ejusdem Foreste in Com Northton Vicefimo
wood. } Sexto Die Junij Anno Regni Dñi n^{ri} Caroli Dei Gr^o Anglie Scotie
Franzie et H^{is}nie Regis Fidei Defensor &c. decimo quinto.

QUI DICUNT qd Metis et Bunde Foreste p^red incipiunt ad Pontem de Thornton et sic q^d Aquam de Use usq ad Pontem de Stratford, et de eodem Ponte per eandem Ripam usq ad Ripam que vocatur Stinle et sic sursum per Ripam de Stinle usq ad Pontem de Athilford, et de eodem Ponte per eandem Ripam usq ad Pontem de Cadman, et sic q^d eandem Ripam usq ad Pontem de Nort extra Villam de Towceller, et de eodem Ponte per Viam Regis que ducit versus North^e per mediam Viam de Tiffend usq ad Locum qui vocatur Snakemor, et de Snakemor q^d Viam Regis que vocatur Ozenford Wey int^r Vill de Donetore et Burcone, et sic q^d eandem Viam per mediam Villaf de Bradden, et de eadem Villa per eandem Viam per mediam Vill de Slapton et de eadem Villa per eandem Viam per modu un^m Capud Ville de Wappenham usq ad Molendinum ventricibus quod est extra eandem Villam, et de eodem Molendino per eandem Viam usq ad Locum qui vocatur Crowesend et sic per eandem Viam int^r Parcum de Wel-sele et Vill de Westcote usq ad Pontem qui vocatur Hubersbrigg, et de eodem Ponte per eandem Viam q^d mediam Vill de Bracklye.

Thomas Knight.
Francis Butler.
Robarte Hopkines.
Thomas Holman.
Richard Fitzhagh.
Richard Webb.
Richard R. Scrivenor.
John + Hopkins.
Richard Robyns.
Robert Clarke.
Robert Heulon.
William Reeve.

This is a true Copy of the Record in the
Tower of London, having been examined.

ROBERT LEMON,
Chief Clerk.

N^o 3.

AN ACCOUNT of the Coppices, Lodges, Lawns, and other Lands, within the Forest of Whittlewood; extracted from a Survey thereof, made by Order of the Commissioners of the Land Revenue, by Richard Davis, in 1787.

WHITTLEWOOD FOREST is situate in the Parishes of Whittlebury, Potters-Pury, and Paffenham, or Denthanget (which is a Hamlet to Paffenham) in the County of Northampton, and a small Part in the Parish of Lillingstone Lovell, in the County of Buckingham.

This Forest is divided into Five Walks, namely, Hasleburrow, Sholbrook, Wakefield, Hanger, and Shrob Walks; and there is a Keeper to each Walk, appointed by his Grace the Duke of Grafton. Those Keepers have each a separate Lodge, and have their respective Page Keepers to assist them.

HASLEBURROW WALK,

Is situate in the Parishes of Whiffeld and Silstone, in the County of Northampton, at the South End of Whittlewood Forest, and is bounded on Parts by the Parishes of Whittlebury, Wappenham, Biarkley, Biddlefden, and Sireham. The Turnpike Road from Oxford to Northampton passes through the Middle of this Walk, which is not encompassed by a Ring Fence so every Part as the other Walks are, but is in Places open, so that the Deer and Common Cattle often stray into the Village of Silstone and other adjacent Places.

This Walk contains Ten Coppices, which are in the Parish of Whiffeld, where the Timber is the Property of the Crown, and the Underwood is the Property of his Grace the Duke of Grafton; and Seven Coppices which are in the Parish of Silstone, where both the Timber and Underwood belong to the Right honourable Earl Bathurst.

The Soil is in general good, consisting of a Red Loam, and Sand mixt with Clay, in that Part of the Walk which is in the Parish of Whiffeld, though the Underwood, from having been neglected many Years ago, is of the least Value here of any other Walk in the Forest, there being more Plains and open Places in these Coppices than are met with in general, which makes the Feed to the Deer and Common Cattle to be of the greater Value.

SHOLBROOK WALK,

Is situate in the Parish of Whittlebury, between Lord Bathurst's Coppices and Wakefield Walk, and is bounded on Parts by the Parishes of Lillingstone-Lovell, Lillingstone-Darell, Silstone, and other Lands within the same Parish of Whittlebury.

This Walk contains Sixteen Coppices, on all of which the Common Cattle and Deer depasture when open, and Three Copies, where the Deer are excluded, being only connected to the Forest by a narrow Neck of Land, which would make it expensive to have a proper Mound to contain the Deer.

The Soil is in general a strong deep Clay, with a little Exception of Sand and Loam. The Underwood is for the most Part thick, and the Oaks appear healthy.

In this Walk is Sholbrook Lodge, the Residence of the Lieutenant and Deputy Ranger, Joseph Smyth, Esquire; Mugges Moor Lodge, in the Occupation of William Lovell, Page Keeper; and another Lodge, in the Occupation of William Savage, the other Page Keeper.

WAKEFIELD WALK,

Is situate in the Parishes of Whittlebury, Potters-Pury, and Paffenham (or Denthanget, which is a Hamlet to Paffenham) in the County of Northampton, and a Part in the Parish of Lillingstone Darell, in the County of Buckingham, lying between Sholbrook and Hanger Walks, and is bounded on Parts by the Parishes of Potters-Pury, Lillingstone Lovell, and Wickin.

There are in this Walk Twenty Coppices, on all of which the Common Cattle and Deer depasture when open, and several open Plains and Ridings, particularly a large Plain open at all Times called Holybrook Plain, a Part of which used to be inclosed as a Coppice a few Years ago, but is now thrown open in Consequence of an Agreement with the Commissioners, in lieu of an Inclosure which is at no Time thrown open, adjoining to Wakefield Great Lodge, called The Pleasantry.

In this Walk is Wakefield Great Lodge, the Seat of his Grace the Duke of Grafton, with suitable Offices, Garden, and the Pleasantry above mentioned laid out in the Style of a Pleasure Ground. Also Wakefield Little Lodge, in the Occupation of Mr. Charles Heath; the Guller Lodge, in the Occupation of Thomas Oakley, Page Keeper; and Sotfield Green Lodge, in the Occupation of William Waterman.

WAKEFIELD LAWN,

Is a large Tract of Land, on which no Cattle are admitted but the Deer and Horses, Cows and Oxen, belonging to the Ranger. The Common Cattle are excluded by Rails, a Round of near Three Miles, which are kept up both in Staff and Workmanship at the Expence of the Crown, rough Timber for that Purpose being cut to the Forest.

The

APPENDIX, N^o 3.

The Soil is various, but for the most Part is good Land (especially the Lawn) and consists more of a sandy Loam and less of the Clay that is prevalent in this Forest. There are many good Coppices of Underwood, and much fine Oak Timber.

HANGER WALK,

Is situate in the Parish of Piffenham, adjoining to Wakefield Walk, at the South East End of that Part of the Forest which lays connected together.

There are in this Walk Eight Coppices, on all of which the Deer and the Common Cattle depasture when open; and several Ridings, as well as a small Plain called Hanger Hollows, open at all Times.

There are also Two Lodges: Hanger Lodge, in the Occupation of Mr. William Taylor, Keeper of the Walk; and another Lodge, in the Occupation of George Taylor, Page Keeper.

The Soil most of it is strong deep Land, and produces in general some of the best Navy Timber, and good Underwood; fewer Browie Trees in this Walk than the last, and where the Ridings are ploughed produces good Crops of Corn.

SHROB WALK,

Is situate in the Parish of Piffenham, being encompassed with a Ring Fence by itself, and detached for near the Distance of a Mile from any other Part of the Forest, in an Eastward Direction from Hanger Walk. This Walk nearly adjoins to the Town of Stony Stratford, and is bounded on One Side, by the West Chester Road, called the Watling Street Road.

There are in this Walk Five Coppices, which are, as well as every other Part of this Walk, entirely exempt from Rights of Common at all Times, nor are there any Deer in this Walk, they having been driven hence to the other Part of the Forest about Twelve Years ago by Order of his Grace the Duke of Grafton. The Underwood and Timber are consequently of the most Value of any of the Coppices, and the Vicinity to Stony Stratford and the Turnpike Road occasions the Underwood to fetch a superior Price.

There is but One Lodge in this Walk, which is occupied by Mr. Reuben Capes, the Keeper of the Walk, who is also the Deputy Surveyor of the Forest; and there is a greater Quantity of Land in the Occupation of the Keeper of this Walk than any of the others, because there are no Common Cattle nor Deer to partake of the Feed of the Plains and open Ridings.

The Ring Mound of this Walk has not been kept up with so much Care and Strength since the Deer are gone; and is moreover liable to many Depredations from being stolen, by laying near a great Town.

The Soil is of a mixt Nature, in general Loam and Mould, with some Clay, and is of that Kind as might be converted to almost any Purpose: Such as in Woodland produces good Underwood and Timber; the Meadow produces good fair Crops, and the other Parts, which are now pastured, would, if ploughed up, produce good Crops of Corn.

C O P P I C E S.

In Haffeburrow Walk,

	A.	R.	P.	A.	R.	P.
Black Hedges Coppice	—	—	—	81	—	39
King Richard's Coppice	—	—	—	67	—	31
Little Fernly Coppice	—	—	—	18	2	9
Fair Oak Coppice	—	—	—	32	2	23
Shield Coppice	—	—	—	15	2	18
Sandyhurst Coppice	—	—	—	44	2	13
Shiplands Coppice	—	—	—	55	—	12
Bones Coppice	—	—	—	55	3	32
Lodge Coppice	—	—	—	47	3	6
Litchlake Coppice	—	—	—	119	—	28
				587	3	11

Lord Bathurst's Coppices,

	A.	R.	P.	A.	R.	P.
Chapel Coppice	—	—	—	55	—	14
Kinghill Coppice	—	—	—	56	1	20
Wildwood Coppice	—	—	—	63	2	31
Barn Yard Coppice	—	—	—	42	1	—
Fox Hole Coppice	—	—	—	51	2	9
Hicks's Coppice	—	—	—	81	2	14
Cheefe Coppice	—	—	—	67	3	5
				418	1	13
				1,006	—	24

In

In Sholbrook Walk.

	A.	R.	P.	A.	R.	P.
Iron Yard Coppice	—	—	—	94	3	38
Hawkpath Coppice	—	—	—	20	2	1
Cook's Coppice	—	—	—	58	3	33
Whitacre Coppice	—	—	—	103	3	17
Kitske Coppice	—	—	—	69	1	25
Kulcutwell Hill Coppice	—	—	—	58	1	5
Birch Coppice	—	—	—	60	—	20
South Ladbroke Coppice	—	—	—	74	—	15
North Ladbroke Coppice	—	—	—	62	2	12
Farthing Coppice	—	—	—	9	2	38
Holly Oak Coppice	—	—	—	57	2	18
Buckingham thick Coppice	—	—	—	90	—	26
Chamberfale Coppice	—	—	—	87	3	30
Hay Ricks Coppice	—	—	—	43	2	24
Brand Coppice	—	—	—	34	3	29
Hanly Hill Coppice	—	—	—	29	2	12
Black Pitts Coppice	—	—	—	13	1	30
Long Hedges Coppice	—	—	—	8	2	33
Porter's Wood Coppice	—	—	—	59	—	35

1,095 3 7

In Wakefield Walk.

	A.	R.	P.	A.	R.	P.
Old Tun Coppice	—	—	—	60	2	8
Castle Hill Coppice	—	—	—	63	3	3
Smalladine Coppice	—	—	—	59	—	34
Say's Coppice	—	—	—	38	2	18
Bull's Coppice	—	—	—	46	2	20
Holton's Coppice	—	—	—	51	1	19
Meanfallow's Coppice	—	—	—	56	—	1
Bear's Coppice	—	—	—	50	3	37
King's Coppice	—	—	—	37	1	13
Lady Coppice	—	—	—	28	2	8
East or North Waterlode Coppice	—	—	—	80	—	18
West or South D ^r	—	—	—	63	—	35
Briary Coppice	—	—	—	50	2	8
Sumtorn Quarter Coppice	—	—	—	67	3	10
Inclosed Ridges	—	—	—	20	1	12
Old or West Ashwell's	—	—	—	48	3	3
New or East Ashwell's	—	—	—	65	1	21
Hill's Copse, including the Riding joining the Pheasantry	—	—	—	49	—	38
Rodmoor Coppice	—	—	—	42	2	29
Steer Coppice	—	—	—	47	1	9

1,083 1 24

In Hanger Walk.

	A.	R.	P.	A.	R.	P.
Stollage Coppice	—	—	—	40	3	3
Grubhill Coppice, including the Stripe	—	—	—	109	1	31
Ondenwell Coppice, including the Stripe	—	—	—	59	1	6
Old Coppice	—	—	—	89	1	6
Points Coppice	—	—	—	30	3	18
New Dick Quarter	—	—	—	41	—	27
Long Coppice	—	—	—	26	3	29
Hanger Coppice	—	—	—	59	—	39

456 3 32

Total of the Coppices, on which there are Common Rights

3,642 1 7

In Shrob Walk.

	A.	R.	P.	A.	R.	P.
Eadibus Coppice	—	—	—	54	3	35
Bear's Watering Coppice	—	—	—	70	1	37
Sallow Coppice	—	—	—	33	—	24
Pond Riding Coppice	—	—	—	59	3	20
Cole Coppice	—	—	—	34	1	14

Total of Coppices not Commonable

252 3 16

General Total of all the Coppices

3,895 — 23

P L A I N S

PLAINS and OPEN RIDINGS, &c. never inclosed.

There are many Plains, Ridings, and Public Roads, in different Parts of the Forest, between the Cappices, which have been never inclosed, consequently the Deer and Common Cattle feed there at all Times. In some Places there are a few Timber Trees, Bushes, &c. but no young Stock, on Account of the Deer and Common Cattle being never excluded.

In Halleburrow Walk.				A.	R.	P.
Priests-Hay Riding, Monk's Wood Riding, Fleet Green Dairy Riding, Open Farnley, Henwood and Lodge Riding, Lechlake Straits, &c.	—	—	—	200	1	7
In Earl Bathurst's District of the afore said Walk, Winter Hill, Kettle End Green, Honey Lane, and other Ridings	—	—	—	155	—	6
In Sbolbrook Walk.						
Cold Thorn, Buckingham Riding, Whittlebury Green, the Lawn Head, and other open Ridings	—	—	—	150	—	17
In Wakefield Walk.						
Hollybrook Plain, Open Ridges, Gullet Hollows, Lawn Hollows, and other open Ridings, with a Freebord adjoining	—	—	—	313	1	25
In Hanger Walk.						
Hanger Hollows, and other open Ridings, with Two Freebords adjoining	—	—	—	40	2	22
Plains and Ridings never inclosed	—	—	—	879	1	37
In Shrob Walk (not Commonable).						
Open Ridings, with a Freebord adjoining	—	—	—	7	2	37
Total of Plains and Ridings	—	—	—	887	—	34

LODGES and LANDS in the Occupation of the Ranger, Deputy Ranger, and Keepers.

In Halleburrow Walk.				A.	R.	P.	A.	R.	P.
John Hammond, Keeper.									
Halleburrow Lodge, Buildings, Garden, &c.	—	—	—	—	2	—			
Two Meadows adjoining	—	—	—	12	1	6			
A Clofe of Pasture, called Homp's Hill	—	—	—	2	2	10			
							15	1	16
William Varney, Page Keeper.									
Black Hedges Lodge, Yard, Garden, and Homestead	—	—	—	—	1	35			
The Meadows by the House	—	—	—	5	1	3			
The Meadow called The Allotment	—	—	—	5	3	29			
A Piece of Land inclosed from the Forest, by the Duke of Grafton's Permission	—	—	—	4	—	—			
							15	2	27

In Sholbrook Walk.

Joseph Smyth, Esq. Deputy Ranger.

	A.	R.	P.	A.	P.	R.
Sholbrook Lodge, Buildings, Gardens, &c.	—	—	3	—	—	—
Two Meadows adjoining	—	—	32	3	15	—

32 2 15

William Lovell, 1st Page Keeper.

Maggot's Moor Lodge, Garden, &c.	—	—	—	1	13	—
A Clofe, Part of King's Riding, subject to a Road	—	—	10	2	24	—

10 3 37

William Savage, 2d Page Keeper.

The Lodge, Garden, and Homestead	—	—	—	—	21	—
The Meadows adjoining	—	—	3	1	12	—
The Slip next Lillingstone Lovell Parish	—	—	9	1	15	—

12 3 2

In Wakefield Walk.

His Grace the Duke of Grafton, Ranger.

Wakefield Great Lodge, Buildings, Garden, &c.	—	—	4	3	26	—
The Pleasure Ground, called The Pheasantry	—	—	59	2	27	—
The Paddock, a Meadow	—	—	52	1	3	—
The Two Canals	—	—	22	1	15	—
The Road across the Head of the Canal	—	—	—	2	22	—

139 3 13

Charles Heath, Keeper.

Wakefield Little Lodge, Buildings, Garden, &c.	—	—	—	—	27	—
A Meadow called Ruthmoor	—	—	7	—	11	—

7 — 38

Thomas Oakley, 1st Page Keeper.

Gullet Lodge, Garden, &c.	—	—	—	2	17	—
A Clofe of Meadow	—	—	5	1	23	—
The Feed of Part of King's Riding, subject to a Freebord	—	—	2	2	23	—

8 2 43

William Waterman, 2d Page Keeper.

Soochfield Green Lodge, Garden, and Homestead	—	—	—	—	27	—
Two Clofes adjoining	—	—	5	2	23	—
In King's Riding, the Feed subject to Road, and to a Payment to Mrs. Prowle for an 18 Foot Freebord	—	—	9	3	8	—
The Splasney, Part of King's Riding	—	—	1	2	22	—

17 1 —

In Hanger Walk.

William Taylor, Keeper.

Hanger Lodge, Buildings, Paddock, &c.	—	—	1	2	36	—
Three Clofes of Meadow	—	—	11	—	34	—

13 — 30

George Taylor, Page Keeper of Hanger and Skrob Walks.

Lodge, Garden, and Homestead	—	—	—	—	33	—
A Clofe of Meadow adjoining	—	—	2	3	1	—

2 3 34

In

In Shroob Walk.				A. R. P.	A. R. P.
Reuben Capes, Keeper.					
Shroob Lodge, Buildings, Garden, &c.	—	—	—	1 1 39	
Two Clofes of Meadow	—	—	—	15 3 37	
Shroob Lawn, the several Coppice Stripes, Shroob Hollows, and the Green	—	—	—	17 2 6	
					35 — 2
Total				—	312 2 3

L A W N S,

Appropriated to the Deer and Cattle of the Ranger and Lieutenant, and where the Common Cattle have no Right.

				A. R. P.	
Wakefield Lawns, the Hollows, &c.	—	—	—	245 — 25	
Shoolbrook Lawn	—	—	—	83 2 9	
Halfthorow Lodge Yard	—	—	—	2 37	
					329 1 31

A B S T R A C T,

				A. R. P.	
Sixty-nine Coppices	—	—	—	3,895 — 53	
Land in open Plains and Ridings, never inclosed	—	—	—	887 — 34	
Lodges, Meadows, and Pasture Grounds, appropriated to the Use of the Rangers and Keepers	—	—	—	312 2 3	
The Lawns	—	—	—	329 1 31	
Total				5,424 1 11	

O B S E R V A T I O N S.

The Underwood in the inclosed Coppices cannot rightfully be cut, except at Twenty-one Years Growth; and after the Two Verderers of the Forest have taken the Second best Half Acre of Woodland each in every Copse, the Remainder is the Property of his Grace the Duke of Grafton.

When a Copse goes to Sale, it is inclosed with a strong Hedge and Ditch, made at the Expence of his Grace the Duke of Grafton, on such Parts as are not the Outer Boundary of the Forest. If an Outer Boundary, it is inclosed mostly with Posts and Rails, at the Expence of the Crown, and that Hedge is continued Nine Years, in order that the Underwood and Saplings may grow out of the Reach of the Cattle and Deer, and then must, by Prescription, be thrown open to admit the Deer and Common Cattle for Twelve Years.

All Timber Trees growing in this Forest are reserved to the Crown. There are very few Trees of any other Sort than Oak and Ash; the latter are of no considerable Value, because of the immemorial Custom practised of cutting off their Heads, and making them Doevels or Pollards, in order that they may bear more Lop for browsing the Deer.

In the greatest Part of the Coppices in this Forest, the young Oaks stand tolerably thick, and as near to one another as they ought, to come to Perfection, and not injure the Underwood; but in some of the Coppices there is little or no Succession of young Oaks, which may be attributed to this Cause. If it is a plentiful Year of Acorns when a Copse goes to Sale, then the Cattle and the Poor People, collecting them together, tread them together into the Ground, and there is a plentiful Spring of young Oaks; but if, on the other Hand, it is not a Year for Acorns, then there are few or no Saplings, and, by a Copse going to Sale Twice or Thrice in a scarce Year, the Succession of Oaks is entirely lost. There are a few Coppices of this Description, as well as some where the young Oaks stand, in particular Spots, as thick as possible (too thick even to grow Twenty Years without injuring one another). I am informed these particular Spots are Places where the Keepers have had Skirmishes with Poor People, who make a Practice of collecting Acorns to sell, and have cut their Bags, by which many of the Acorns have been trod into the Ground.

To remedy the Evil of losing the Succession of Oaks, as before mentioned, would it not be advisable to plant the vacant Places with Acorns thick enough? The best and most promising might be selected, and sowed at proper Distances, and the work taken out at different Intervals, and perhaps Thirty Trees of Navy Timber would be as many as should be left to come to

Maturity

Maturity on an Acre or more, depending on their Size, and the Number of young Trees in Succession.

In those Copſes where the Saplings of Oaks ſtand too thick to come to Maturity, and are of a proper Age, an earlier Stock might be procured by tranſplanting ſome of them in the vacant Places in the ſame Copſe, or in any other Copſe where the Succeſſion was loſt, than by planting Acorns.

There are many ancient Oaks in every Copſe, called Browſe Trees, which are the only Oaks that are ſuffered to be lopped: Theſe are very unequally divided, ſome Walks having many more, in Proportion to the Quantity of Ground, than others: Some of theſe might be uſeful for the Navy, and other ſhakey and unſtrify Trees appointed in the Scad of them, which would not be injuring the Deers Browſe, or the Keeper, whole Perquiſite ſuch Lop is, after the Deer have browſed the Bark off from it. There are often ſome Browſe Trees taken down in Aid of the Keeper's Salaries, but ſome have been ſet out in Room of them of late Years.

N^o 4

To the Queen's Moſt Excellent Maſtie.

The Humble Petiſion of Charles Duke of Grafton;

Sheweth,

THAT King Charles the 2^d, by his Letters Patents under the Great Seale of England, bearing Date the 12th Day of January, in the Thirty-second Year of his Reign (reciting Letters Patents granted by King Charles the Firſt to Sir Chriſtopher Hatton, Knight of the Bath, whereby he was conſtituted and appointed Warden of the Forreſt of Whiteſwood, in the Countie of Northſon and Bucks, with all Fees, Profits, and Perquiſites, thereunto belonging, IN TRUST for and during the Life of James Earle of Northſon) grants to Henry Earle of Arlington, for the Terme of his Life, the ſaid Office of Warden of the Forreſt of Whiteſwood, from the Death of the ſaid Earle of Northſon, or Surrender of the ſaid Letters Patents above recited.

The ſaid King Charles the 2^d, by the ſame Letters Patents, grants to Henry Duke of Grafton, Your Pet^r Father, and the Heires Males of his Body iſſuing, the ſaid Office of Warden of Whiteſwood Forreſt, with all Fees, Profits, Perquiſites, and Emoluments, thereunto belonging, from the Death of the ſaid James Earle of Northſon, and Henry Earle of Arlington.

That all the Interests granted precedent to the Eſtate granted to the ſaid Henry Duke of Grafton, are long ſince determined.

That during the Life of the late Queen Dowager the ſaid Forreſt, being granted to her Truſtees in Truſt for her ſaid late Maſtie, during her Life, Your Petitioner is Son and Heire Male of the Body of the ſaid Henry Duke of Grafton, was hindred from the enjoying the Benefit of the ſaid Grant; and ſince her Maſtie's Death, ſome Queſtion hath been made touching the Validity of the ſaid Letters Patents, on Preſence of ſome Want of Forme in the ſame, and Your Petitioner is kept out of the ſaid Office by ſome Perſons who have not any Right in themſelves, by any Grant from Your Maſtie, or any of Your Royall Predeceſſors.

In regard therefore that by the ſaid Grant Your Maſtie's Royall Uncle King Charles the Second's Intention appear to be, that the Heire Male of the ſaid Henry Duke of Grafton ſhould enjoy the ſaid Office of Warden of the ſaid Forreſt;

Your Petitioner humbly beſeeches Your Maſtie, by Your Maſtie's Letters Patents, to ratifie and make good the ſaid Letters Patents to Your Petitioner, and the Heires Males of his Body, and thereby to ſupply the Defects therein, if any ſuch be, that Your Petitioner may enjoy the ſaid Office, according to his ſaid late Maſtie's gracious Intentions, Your Petitioner being adviſed that it is in Your Maſtie's Power ſo to do, Offices being no Part of the Land Revenue of the Crown.

And your Petitioner (as in Duty bound) ſhall ever pray, &c.

Whitehall, Treſury Chambers,
5th X^{br}, 1710.

The Right Hon^{ble} the Lords Comm^{rs} of Her Maſtie's Treſury are pleaſed to refer this Petition to Sir Edward Northey, Her Maſtie's Attorney Generall, who is deſired to conſider the ſame, and to report to their Lordſhips a true State of the Petitioner's Caſe, with his Opinion thereupon.

W^m LOWNDES.

Duke Grafton to M^r Attorney Gen^l.

To the Right Hon^{ble} the Lords Com^{rs} of Her Mat^y's Treasury.

May it please your Lordships,

In Obedience to your Lordships Com^{ds} signified to me by Mr. Lowndes, I have considered of y^e annexed Petition of Charles Duke of Grafton, whereby he represents to Her Majesty, that King Charles the 2^d, by his Letters Patents bearing Date the 12th Day of Jan^y; in the 3^d Year of his Reign, granted to Henry Earl of Arlington, for the Term of his Life, the Office of Warden of the Forest of Whittlewood, in the County of Northampton, from the Death of James Earl of Northampton, for whose Life that Office was before granted, and by the same Letters Patents did grant the said Office to Henry Duke of Grafton, the Petitioner's Father, and the Heirs Male of his Body, to hold from the Death of the said Henry Earl of Arlington, and James Earl of Northampton, both long since dead. That the Petitioner is Son and Heir Male of the Body of the said Duke of Grafton, but could not enjoy the Benefit of the said Grant during the Life of the late Queen Dowager, the said Forest being granted to Trustees for her during her Life, and since her Death hath been kept out of the said Office by some Persons who have not any Right in themselves, by any Grant from her Majesty, or any her Royal Predecessors; and the Validity of the said Letters Patents have been questioned on Pretence of some want of Form in the same. And the Petitioner thereby prays that in regard the said King Charles the 2^d's Intentions appear to be, that the Heirs Male of the Body of the said Henry Duke of Grafton should enjoy the said Office, that Her Majesty would be graciously pleased to ratify and make good the said Letters Patents to the Petitioner, and the Heirs Male of his Body, and thereby to supply the Defects therein, if any such there be, the Petitioner being advised that 'tis in Her Majesty's Power so to do, Offices being no Part of the Land Revenue of the Crown, and I do most humbly certify your Lordships, that long before the 3^d Year of the Reign of King Charles the Second, the Forest of Whittlewood, in the Counties of Northampton and Bucks, was granted for a Term of Years, in Trust for the late Queen Dowager during her Life, and after to Trust for the Crown. That on the 12th of Jan^y, in the 3^d Year of King Charles the 2^d, the said late King, by Letters Patents, reciting therein a Grant made by King Charles the 1st to Sir Christopher Hutton, at the Nomination of James Earl of Northampton, of the Offices mentioned in the Petition for the Life of the said Earl, in Trust for him, did grant the said Office to the said Henry Earl of Arlington for his Life, when void by y^e Death of the said Earl of Northampton, and after both their Deceases to the said Henry Duke of Grafton, and the Heirs Males of his Body issuing; and therein is contained a Clause declaring the said Grant shall be good and effectual, notwithstanding any Statute, Act, Ordinance, Provision, Proclamation, or Restriction, or any other Matter, Thing, or Cause, whatsoever, to the contrary. That the said Earl of Northampton and Henry Duke of Grafton, dying in the Life of the Queen Dowager, in Trust for whom the Forest was granted during her Life, and She being enabled to nominate to the said Office for her Life, Her Mat^y did appoint the late Earl of Feverham to the same for his Life, and he surviving the said late Queen, under Colour thereof, tho' his Grant determined by her Death, kept Possession of the same during his Life, and the respective Rights of the Petitioner and the Lord Feverham were by their several Petitions humbly laid before her Majesty, but no Determination was thereon. That the Objection made to the said Grant of King Charles the 2^d to the late Duke of Grafton was, that the Term of Years of the Queen Dowager's Trustees in the Forest was not recited, as it ought to have been, and for that Reason the Grant was void, unless made good by the gen^l non obstante therein, which I doubt will not supply that Defect, although the Petitioner is advised by his Council that it will. The Patent is very ill drawn, which was not the Fault of the late Duke of Grafton, but the Neglect of those who had the preparing and passing it; and the Intention of the late King is fully therein expressed to be, that that Office should be enjoyed by the said Duke, and the Heirs Males of his Body; and I am of Opinion it is in Her Mat^y Power to supply that Defect, by granting the Office as the Petitioner desires, the Restrainer which her Majesty hath been pleased to submit to by the Act of the Civil List extending only to Grants of Lands, &c. for which Reots might be referred, and not of Offices.

All which is most humbly submitted
to your Lordships great Wisdoms.

EDW^d NORTHLEY,

Febr^y 3rd, 1710-11.

N^o 5.

To the R Hon^{ble} Robert Earle of Oxford and Earle Mortimer, Lord High Treasurer of Great Britain.

I N Obedience to your Lordship's Commands signified by Mr. Lowndes, that Application having been made to the Queen, by the Duke of Grafton, for confirming his Grant of the Office of Master Forester of the Forest of Whitewood, in the Counties of Northron and Bucks, your Lordship was pleased to direct me to propose (in case such Confirmation should be made) what Cautions or Clauses I think necessary to be inserted for preserving the Queen's Timber.

I humbly represent to your Lordship, that in order thereto, I have read over that Grant, and do not find any Allowances mentioned therein, but all referred to former Grants; I have therefore (that I might be able to give your Lordship a true State thereof) searched the Records at the Tower, and find, that at the last Justice in Eyre's Seat, held by the Earle of Holland, in Anno 1636, the following Claimes were allowed to Spencer Earle of Northton, then Master Forester, (viz.)

The Office of Master Forester, and Master of the King's Wild Beasts of the said Forest, and all other Wild Beasts and Coneyes within the same, during his Life, with a Fee of Five Pounds per Annum.

Power to name a Deputie, and to constitute all the Under Foresters and Page Keepers, and at his Pleasure to remove them, and constitute others, with the several Yearly Allowances following:

	Loads of Wood.	Money.		
		£.	s.	d.
To the Under Forester of Norton Woods, and Sholebrooke Lawn, being a Double Walk	44	3	6	8
To the Page Keeper of D ^r	11	—	16	8
To the Under Forester of Shroob Office	22	1	13	4
To the Page Keeper of D ^r	11	—	16	8
To the Under Forester of Hangor Office	22	1	13	4
To the Under Forester of Halseborough Office	22	1	13	4
To the Page Keeper of D ^r	11	—	16	8
To the Under Forester of the Double Walk, called Wakefield and Leguller Office	44	3	6	8
To the Page Keeper of D ^r	11	—	16	8
To the Master Forester's Deputie	33	—	—	—
For his Expence in making Hay for the Deer, &c.	—	3	6	8
The Master Forester's owne Fee, before mentioned	—	5	—	—
Tot.	231	8	23	6

To the Master Forester all Windfalls, dry and withered Trees called Donards, and the Roots of Trees cut downe, and One Acre of Underwood, cut and sold in each Copice every Year.

To the Deputie Half an Acre in each Copice.

I am humbly of Opinion, that the onely Way to preserve the Queen's Timber in that Forest, which is at present very considerable, and will increase, is to take off the Allowance of Wood, and in Lieu thereof to pay them 10s. per Load, in Money, which will amount to £. 115. 10s. 0d. p^r Ann. and added to the Allowance of £. 23. 6s. 8d. payable out of the Exchequer, makes in all £. 138. 16s. 8d. which may be raised Yearly by Sale of Trees already rendered unfit for the Use of the Navy, by browsing and unlawful Methods used to make dead Trees, and the same may be paid to the respective Officers, in Proportion to their severall Claims of Wood and Money.

That they may be allowed Windfall Wood, such as dead and rotten Boughs, blowne down by ordinary Winds, and the Rootes of Trees cutt downe.

It may be objected, that in hard Frosts and Snow the Deer will want the Browle for Sostenance, though in several Forests none is allowed; but in such Case the Keepers may be suffered to lopp some Trees that have been lopped before, and will afford such Browle as the Deer will feed on, but those not without the Assignment of the Surveyor of the Woods or his Deputy, and some of the Regarders, if there be any, and that, together with Hay that may be made in the Grounds laid to each Lodge, as it's reasonable to believe for that Purpose, by the Allowance of £. 3. 6s. 8. per Ann. for making Hay for the Deer, &c. will be sufficient.

A Clause for reserving to the Crown the Power of displacing any Officer of the said Forest that shall cutt downe or lopp any Tree, or young Tiller left in the Copices for Standards, or suffering the same to be done by any other Person without Assignment of the Officers before men-

APPENDIX, N° 5, 6.

mentioned and to constitute another in his room, in case the Master Forester, upon Complaint and Proof made thereof, shall refuse to do it.

I have herewith annexed the Attorney General's Opinion on several irregular Proceedings in the said Forest, enclosed in Mr. Ryder's State thereof, for your Lordship's Perusal.

All which is most humbly submitted to your Lordship.

EDW^o WILCOX.

11th Febr^y 1711.

N° 6.

COM: NORTHTON et BUCKS.

ANNA Dei Gratia Magnæ Britanniæ Franciæ et Hiberniæ R^{ia} Fidei Defensor etc^a Omnibus ad quos p^{re}sentis L^{it}eræ n^{ost}ræ p^{re}veniant Salutem Cum P^{re}charissimus avunculus Noster Carolus Secundus nuper Rex Angl^{ie} etc^a per L^{it}as suas Patentes sub magna Sigillo suo Angl^{ie} concessit g^{ra}tiæ D^{omi}n^o apud Westm. Tricesimo Die Junij Anno Regni sui Decimo septimo ad Noticiam P^{re}charissimæ Consortis suæ D^{omi}næ Cathariæ Angl^{ie} etc^a Reginiæ (inter alia in eisdem L^{it}is Pat^{er} Content) DEDERIT et Concessit p^{re} Hereditib^{us} et Successorib^{us} suis Deni^{um} D^{omi}n^o Hollis Capit^{ali} Senescallo d^{omi}næ Consortis suæ Philippo Comiti Chesterfield D^{omi}n^o Camerari^{um} Hospiti^{um} d^{omi}næ Consortis suæ Willo Vicecomiti Brooker Cancellari^{um} et Cultori Magni Sigilli d^{omi}næ Consortis suæ Henrico Vicecomiti Cornbury Secretari^{um} d^{omi}næ Consortis suæ Joh^{ann}e Hervey At^{que} Thesaurari^{um} et Receptor Generali d^{omi}næ Consortis suæ Franco Slingesby at^{que} Supervisor Generali d^{omi}næ Consortis suæ et Willo Montague At^{que} Azornat Generali d^{omi}næ Consortis suæ TOTAM illam Forestam de Whitlewood cum suis Jurib^{us} Membriis et p^{re}sentem universis quibuscumq^{ue} Comitib^{us} Northton et Bucks Parcell^{is} Honor de Grafon Habent^{ibus} Tenent^{ibus} et Gaudet^{ibus} Forestam p^{re}sent^{em} (except p^{re}sent in eisdem L^{it}is Pat^{er}onib^{us} except) p^{re}sent Deni^{um} D^{omi}n^o Hollis, Philippo Comiti Chesterfield, Willo Vicecomiti Brooker Henrico Vicecomiti Cornbury Joh^{ann}e Hervey, Francisco Slingesby et Willo Montague Executorib^{us} Administrat^{orib} et Assignat^{is} suis a Felto Announci^{um} Bie Marie Virginis Anno R^{egni} sui Decimo sexto usq^{ue} ad finem et terminu^m et p^{er} termino^m Novaginta octavo^m Anno^m ext^{ra}nt^{em} p^{re}sent^{em} sequen^{tem} et p^{re}sent^{em} complen^{tem} et finien^{tem} abiq^{ue} Consp^{er}io seu aliquo alio p^{er} inde p^{re}sent^{em} Regi Hereditib^{us} vel Successorib^{us} suis quocumq^{ue} modo resident^{ibus} seu solvend^{um} durante vita n^{ost}r^{is} d^{omi}næ D^{omi}næ Cathariæ P^{re}charissimæ Consortis suæ Sub Confidentia tamen Sp^{er}iali quod ipsi p^{re}sent^{em} D^{omi}n^o Deni^{um} Hollis Philippus Comes Chesterfield Wilhus Vicecomes Brooker, Henricus Vicecomes Cornbury, Joh^{ann}e Hervey, Franciscus Slingesby et Wilhus Montague Executor^{um} Administrat^{or} et Assignat^{is} sui d^{omi}n^o p^{re}sent^{em} ad Solom^{um} et p^{re}sent^{em} opus et usum d^{omi}næ D^{omi}næ Cathariæ P^{re}charissimæ Consortis suæ durat^{em} vita sua n^{ost}r^{is} et post ejus Decessum tunc ad solum opus et usum p^{re}sent^{em} Regis Hæredum et Successor^{um} suor^{um} p^{re}sent^{em} per eisdem L^{it}is Pat^{er}ores (relacione in de hita plenius inquet et apparet Quidem Termin^{um} p^{re}sent^{em} Assur^{um} in Lege modo vestit existit in Ric^{ard} Billing Mil IN FIDUCIA p^{re}sent^{em} oobis Hereditib^{us} et Successorib^{us} n^{ost}r^{is} Cumq^{ue} in et per al^{ia} L^{it}as Pat^{er}ores d^{omi}n^o nuper Regis sub Magna Sigillo suo Angl^{ie} concessit g^{ra}tiæ dat^{um} apud Westm^{onasterium} Duodecimo die Januarij Anno R^{egni} sui vicesimo secundo m^{en}tionatur quod p^{re}sent^{em} nup^{er} Rex p^{re}sent^{em} Hereditib^{us} et Successorib^{us} suis Dederit et Concessit p^{re}sent^{em} dilecto et p^{re}sent^{em} fidei Consanguineo suo Henrico Duci de Grafon modo defunct^o O^{mn}i^{um} Mag^{ist}ri Forestar^{um} Parcor^{um} et Mag^{ist}ri Deduct^{um} feras^{um} Forest^{arum} suæ de Whitlewood in Comit^{atu} suis de Northton et Bucks et o^{mn}i^{um} et singul^{um} feras^{um} et Cuiuslib^{et} in eadem Forest^{is} de Whitlewood HABEND^{um} tenend^{um} gaudend^{um} et exercend^{um} O^{mn}i^{um} p^{re}sent^{em} et eor^{um} quolib^{et} et cetera p^{re}sent^{em} una cum o^{mn}i^{um} et singul^{um} p^{re}sent^{em} Com^{it}itat^{us} Jur^{is} lib^{er}at^{is} Privilegi^{is} Phenimen^{is} et Emolument^{is} quibuscumq^{ue} O^{mn}i^{um} p^{re}sent^{em} seu eor^{um} alicui quocumq^{ue} modo spect^{us}u^m sive p^{re}sent^{em} vel cum eor^{um} aliq^{ui} v^{er}it^{as} p^{re}sent^{em} Henrico Duci de Grafon et Hereditib^{us} masculin^{is} de Corpore suo ext^{ra}nt^{em} tam q^uam p^{re}sent^{em} p^{re}sent^{em} Dep^{re}nt^{um} s^{er}um sive Dep^{re}nt^{um} suos sufficiens imediate et quancumq^{ue} O^{mn}i^{um} p^{re}sent^{em} p^{re}sent^{em} Jacob^{um} Comit^{is} Northton et Henric^{um} Comit^{is} Arlingg^{um} modo defunct^{is} et eor^{um} alterius aut alio quocumq^{ue} modo vacari contigerent put^{um} q^u eisdem L^{it}is Pat^{er} (inter alia in eisdem Content) relacione in de hita plenius inquet et apparet Cumq^{ue} p^{re}sent^{em} p^{re}sent^{em} et q^uamq^{ue} finit^{er} fidel^{is} Consanguineus noster Carolus Dux de Grafon Sit^{us} filius et H^{er}es de Corpore p^{re}sent^{em} Henrici Ducis de Grafon Cumq^{ue} diver^{sis} Dubitacion^{es} sive Q^{ue}stiones orientur vel ortu^m fuerint Validat^{um} t^{er}min^{um} d^{omi}n^o L^{it}as Pat^{er}on^{um} ult^{im} m^{en}tionat^{um} tanq^{uam} ac p^{re}sent^{em} Carolus Dux de Grafon p^{re}sent^{em} et Hereditib^{us} masculin^{is} de Corpore suo ext^{ra}nt^{em} in obsequi^{um} nobis Mandat^{um}q^{ue} n^{ost}r^{um} in ea p^{re}sent^{em} quendam finem sur^{um} Coos^{er}u^{um} de droit come c^{on}o &c. unacum Proclama^{um} in de habit^{um} et fact^{um} vel h^{ab}ent^{em} seu h^{ab}ent^{em} s^{er}um formam Stat^{um} in ea parte edit^{um} et p^{re}sent^{em} de Offic^{io} et p^{re}sent^{em} in iisdem L^{it}is Pat^{er} ult^{im} m^{en}tionat^{um} m^{en}tionat^{um} fore concess^{um} eor^{um} p^{re}sent^{em} et fidel^{is} Confid^{um} n^{ost}r^{um} Thoma D^{omi}n^o Treve Barone de Bromham Capit^{ali} Just^{iciarii} n^{ost}r^{um} Cui^{us} o^{mn}i^{um} de C^{on} Banco et Socijs suis in u^{er}um n^{ost}r^{um} Hæredum et Successor^{um} n^{ost}r^{um} oup

Levaverit

tempore existē de Actis et factis inde reddit Computum in modo consue^t ET ULTERIUS Volumus ac p^r p^rsentis Reservamus Nobis Hereditibz et Successoribz n^ris plenam potestatem et auctoritatem in casu ubi aliqui vastum sive Destructionem commisit vel facti fuerit p^r Subforestal^r Subcustod^r vel Gascion aut aliqui alⁱ Subministratores quoscunq^{ue} excidendo amputando vel p^rdeno aliquas Arborem vel Arborem sive truncum Arborem quae sunt vel erunt relictae in aliquibus Copis n^ris Heredu vel Successor^{um} n^rorum infra Forestam p^red p^r Arboribz laicis Anglice Standards vel Scienter p^rueniendo tal^{em} vastum sive Destructionem committi vel fieri p^r aliquam vel aliquas alⁱ Personam vel Personam quascunq^{ue} amovendi et expellendi tal^{em} Officiariu sive Officiariu sive Officiarios sic Offendē Prout nobis Hereditibz vel Successoribz n^ris in ea Parte expediens visum fuerit P^red Officiu primo examinat et tal^{em} Officiariu sive Officiarij consensu sive p^rsentem Committens sive Permittens eundem Committit ad iudicem et declarat fore in de Culpabilem vel culpabiles p^r Sentē Thesauro^r Magne Britannie vel aliquos tres vel Plures Comissionarios pro Thesauro n^ro Heredu vel Successor^{um} n^rorum p^r tempore existē QUARE etiam Volumus Ac Per p^rsentem p^r nobis hereditibz et Successor^{um} n^ris Declaramus quod h^{ic} h^{ic} n^ris Pat^ris aut aliquid in eisdem concessis non exponitur accipientis sive adiudicentis ad Concedend^{um} Magro Forestal^r n^ris heredu vel Successor^{um} n^rorum P^red p^r tempore existē (sub Pat^rre aliqui Bos^{es} vocat Wudfalls) aliquas Arborem (Anglice Timber Trees) aut alⁱ Arborem p^r tempore existē aut violentos ventos p^rstratas sed tantum tal^{em} Arborem non existē Arborem (Anglice Timber Trees) quai mortui sunt ac mortuos et Consumptos etiam p^r Communes ventos p^rstratos ET ULTERIUS Volumus ac p^r p^rsentem p^r nobis Hereditibz et Successoribz n^ris Phibemus Subforestal^r ac ceteris Officiarij et Subministratores quibuscunq^{ue} p^red amputando aliquas Arborem p^r Subbos^{es} (Anglice Bowls) Præter tal^{em} Arborem qual^{em} antehac fuit amputat Nisi per Assignacionem Sup^rioris Boscor^{um} n^rorum p^red ac Approbatō^{em} Magri forestal^r forestibz P^red p^r tempore existē alⁱ Arborem q^{ui} quae antea amputat fuerunt notat fuerint p^r Subbos^{es} (Anglice Bowls Wood) aliqui in P^rsentibus content in contrariu in de in aliquo non obstant ET ULTERIUS de simpliciori Gratia n^ra ac ex certa Sciencia et mero p^rotio n^ra DEDIMUS et Concessimus ac p^r p^rsentem p^r nobis Hereditibz et Successoribz n^ris DAMUS ET CONCEDIMUS P^rat Carolo Duci de Grafton tot^{um} tant^{um} tal^{em} boscor^{um} et Confiniū val^{de} Feod^{um} et Denat^{um} Suis Regni p^rat Allocatō^{em} Subbos^{es} et plenam et debit^{am} Allocatō^{em} p^r feno et P^ris infra Forestam p^red ac omiⁿi alⁱ Commoditat^{em} p^rat et Emolument^{um} quescunq^{ue} quot^{um} quant^{um} qual^{em} et quae ac adeo plene libere et integre ac in tam amplis modo et forma q^uot aliquis alius P^red Offic^{um} per P^rsentem p^rconcessi aut cor^{um} aliquid sive aliquae antehac h^{ab}ent exerceas sive gaudens nuper h^{ab}uit vel p^rcepit ratione Offic^{um} p^red p^r P^rsentem p^rconcessi sive cor^{um} aliquid (Except p^rexcept) HABEND^{um} p^rciendi et gaudendi p^red Feod^{um} Denat^{um} Suis Regni p^rat Allocatō^{em} Subbos^{es} Allocatō^{em} q^u feno et P^ris et alⁱ Commoditat^{em} p^rat et Emolument^{um} quescunq^{ue} (Except p^rexcept) P^rat Carolo Duci de Grafton et Hereditibz masculis de Corpore suo exeu^{ti} ET ULTERIUS Volumus ac per p^rsentem pro nobis hereditibz et Successoribz n^ris p^rcipimus et mandamus p^rat Ric^{ard} Billing Executoribz Administrato^{rum} et Assignat^{um} si quod ipse vel ip^{se} ad instant^{em} expens^{um} et cust^{um} p^rat Carolo Duci de Grafton et hereditibz masculis de Corpore suo exeu^{ti} durat^{um} Terminu p^red ea o^mnia faciat et exequatur vel faciant et exequant^{ur} quae necess^{aria} forent^{ur} ad reddend^{um} has fr^{uct}as n^ras Pat^ris p^red Carolo Duci de Grafton et hereditibz masculis de Corpore suo exeu^{ti} effectuales DENIQ^{ue} Volumus ac per p^rsentem p^r nobis Hereditibz et Successoribz n^ris Concedimus p^rat Carolo Duci de Grafton et Hereditibz masculis de Corpore suo exeu^{ti} quod h^{ic} tenent^{ur} Patentes vel Irregularitatem earundem erant in omnibz et per omnia bos^{es} fieri valid^{um} suffici^{um} et effectual^{um} in Lege abiq^{ue} aliquibz alⁱ Confirmatō^{em} Licent^{um} et Toleratō^{em} de nobis Hereditibz vel Successoribz n^ris in ea parte imp^{er}torum p^rcedat vel obtine^{re} non obtⁱⁿ male rectat^{um} vel non rectat^{um} p^red L^{it}ras Patentes p^r rectat^{um} vel Dat^{um} earundem vel aliq^{ui} alⁱ L^{it}ras Patentes de Foresta de Parcia p^red vel de Offic^{um} et p^rmiss^{um} p^red seu cor^{um} aliq^{ui} antehac Concessi et non obtⁱⁿ non plene vel recte rectat^{um} p^red fuerit de Offic^{um} et p^rmiss^{um} p^red in usum n^ris Heredu et Successor^{um} n^rorum p^rat Carolum Ducem de Grafton pro se et Hereditibz masculis suis p^red levat ut p^rferat vel Sursum reddidit p^red Et non obtⁱⁿ male nominand^{um} vel non nominand^{um} Offic^{um} p^red seu cor^{um} aliq^{ui} et cetera p^rmissa sup^rius in p^rsentibz mencō^{um} aut aliquam in de partem aut aliq^{ui} alⁱ omisiō^{em} imp^{er}feccon^{um} delectat^{um} causa vel materia quacunq^{ue} in contrariu inde in aliquo non obstante IN CUJUS rei Testimoniū h^{ab}et L^{it}ras n^ras fieri fecimus Patentes TESTE me ip^{sa} apud Westm^{onasterium} Decimo nono die Julij Anno R^{egni} n^ri Undecimo.

q^{uod} breve de Privato Sigillo.
Intestat^{um} xij^{to} die Marcij 1713.

COCKS.

N^o 7.

The ANSWER of his Grace the Duke of Grafton to the Precept of the Commissioners of the Land Revenue.

I HOLD the Office of Warden or Ranger of the Forest of Whittlewood (viz.) the Superintendency of the Whole, with the Powers and Duties common to all Rangers of Forests, together with that of Master of the Game in the same, by Grant under the Great Seal of Charles II. after the Life of Catherine Queen Dowager. The Office is Hereditary, but determinable on Failure of Heirs Male from myself, and of Lord Southampton, when the same would revert to the Crown. As Chief Ranger, or Master of the Game, I am entitled to £. 20. 16. 8. from the Exchequer; besides which I was entitled to a certain Number of Loads of Timber by virtue of the aforesaid Grant, which specifies the Quantities to each Head Keeper and Page Keeper, in lieu of which the Treasury, on my Grandfather's Representation, altered it to a fixed Sum to each Person above 60 Years ago. He always gave his Share, as I have constantly done mine, among the Keepers; therefore I will not speak to the precise Sum, but I believe it to be about £. 40 per Ann. and paid by the Deputy Surveyor of the Woods. I receive no Fees or Emoluments whatever but such as arise from the pleasurable Consideration of the Place, &c. on which I cannot fix the Value for another, but feel how estimable these are to me. I kill by my own Table what Deer I want, and give the rest that is killed among my Neighbours. The Messuage, &c. which I live in as Ranger, reverts to the Crown when the Office does; till then it belongs not to the Crown, but is my Property, and that of my Heirs Male. My Grandfather and myself have laid out full £. 10,000 upon it.—The Land I hold as Ranger is 52 Acres of Meadow,

Tythe Fee	—	—	104
About 300 Acres in a Fine Lawn, but where the Deer are also admitted	—	—	200
Value per Annum	—	—	304

Besides a large Lake, near 40 Acres, made at my Grandfather's Expence.—There are Five Walks, each of which have a Head Keeper. There are Eight Under or Page Keepers besides, to all which my Grant gives me the Appointment. They are paid by the Deputy Surveyor of the Woods, as above; and you will have received from them the Amount of their Salaries. They have each a Habitation suitable for a Keeper, and no better; with a pretty Meadow. They are removable at my Pleasure. I receive no Rents or other Sums of Money for the Use of the Crown. Prosecutions of Deer Stealers, Poachers, and Wood Stealers, &c. have been carried on at the Expence of my Grandfather and myself, without troubling the Treasury with them, though we have never considered that Charge to be incumbent on us to defray. There are Browie Trees, so called, or Pollards, having been set out 35 such many Years before my Time under a Treasury Warrant. These in their Turns are lopped for the Deershowing, and in the Summer are faggotted up for the Keepers Fire, for which it seldom is sufficient. My Share of this is no larger than that of the Under Keeper.—None is allowed to be sold. No Timber Tree is touched or oiled for any Repairs, unless by Order of the Treasury. The Keepers can best answer the Question concerning the Number of Deer kept, and the Number killed, and I conclude have done so. What Hay is given to the Deer is made, &c. at my sole Expence, except One Stack, put upon his Lawn by the Lieutenant of the Forest, Joseph Smyth, Esquire, whose Name and Office I omitted before. The Tenure of his depends on my Pleasure, as well as the Offices of the other Keepers. His Meadows and Lawn are very valuable. I know of no Intrusions or Encroachments on the Rights of the Crown within the Forest, or at least so inconsiderable as hardly to be mentioned as such. Three or Four poor Cottagers may have very lately got, among them all, Half an Acre for Potatoes, adjoining to their Dwellings. Even those are told perpetually that they may expect to have them taken from them. All the Wood in Whittlewood Forest (Timber Trees only excepted) is my Property, by virtue of another Grant of Charles II. I hope and believe that no Timber on any private Estate was ever more carefully attended to than that in this Forest, from the Time our Family have held it, but it has suffered greatly by being left to grow too close and thick, and in many Places weakened thereby. The Soil is peculiarly kind to the Growth of Wood. The Right of Common is without Saint, being bona fide the Property of the Inhabitants of the many in and out Parishes who have that Right, of which the Keepers will have lost you the Names. Horse and Cow Stock only are admitted; no Swine are allowed at all; and the Cattle are considered by us Foresters as belonging to the Common from May 1st to All Saints Day (O. S.) The Forest is not cleared of Cattle during the Fence Month. During the Winter Hauling the Ground is too wet and bare to keep Cattle, even if they could prove a Right. No Payments are made by Persons having Rights of Common. The Forest Cattle are usually drove (as the Expression is) once a Year, by One of the Verderers and Keepers, and if any unlawful Cattle are found, these are poundred, and a few Pence paid on letting them out, which never can pay the Charges of driving. The rest of the Cattle are branded. I know of Nothing that can be done to improve Four of the Walks in the Forest; for the fine State of the Wood and Timber in those Four Walks would surprise any One who is a Judge of the Effects to be expected from the Right that the Deer and Cattle have to go into the Coppices at Nine Year's Growth, feeding in and upon them for Twelve

APPENDIX, N^o 7. 8.

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Years, till the Age of Twenty-one Years, at which, by long Custom, they are to be cut, and not sooner. Hasleborough, the Fifth Walk (as I have been told by old People) was little inferior to any, till the Timber was, *illegally* in my Opinion, taken down by the Crown, in the standing Coppices of this Walk, towards the Building of Blenheim. The dying Interest of the Queen Dowager did not move her to stir in the Business; and the Perquisites of certain Officers were too tempting to expect them to start Objections in Defence of the Interest of others. The sad Consequence is, that both Timber and Underwood are miserable in that Walk, even One or Two Coppices left without the Means of inclosing them. I have endeavored to redeem One, a large One, which had not been inclosed for Eighty-four Years; I flatter myself that the Expence I have been at in mounding it, &c. will answer to me, if so it must of course to the Crown, to whom the Timber will belong, and without Cost.

I should have mentioned that on One of the Five Walks, called *Sarsd* Walk, there is no Right of Common at all.

On the Whole, I am of Opinion that except Hasleborough Walk, the whole Forest is in an excellent State for the Growth of Underwood, and of Timber; and I have greatly my Doubts whether, if sold To-morrow, the greatest Part would not be kept in Wood, as likely to pay in that State best. Fuel and Hedging Stuff, &c. are so scarce, and so much demanded, and of course so dear in those Parts, that the Country for Twenty Miles around would feel the Distress, if such a large Tract was to be converted to Pasture or Arable, not to mention the Want which the vast Number of Hands would find, and which this populous Neighbourhood sends now into the Forest to Wood-work all Winter, in a Country which by the Nature of it has not the Advantages to employ its Labourers at that Season, which many others have, and where the Poor's Rates come up to, if they do not exceed, those of any other Place unconnected with Manufactures, &c. These Circumstances I am persuaded will never escape your Consideration, nor that of the Legislature.

I ought perhaps to have added to my Answer to your Third Question (respecting the Tenure on which my Office is held) that I have Seven Sons, Three of them grown up, One married. My Brother has as many, at least, Two of whom are married. The Male Descendants of every of these having their Rights prior to the Expectancy of the Crown, I will leave it to you to calculate the present Value of such a Reversion, for I am unable.

GRAFTON,

January 30th, 1790.

Ranger of the Forest of Whittlewood.

N^o 8.Board of Green Cloth,
11th May 1790.

Gentlemen,

IN Answer to your Letter of the 6th Instant, I send you the Particulars of the Venison ordered to be served to the Household, by Warrants of 1st Queen Anne, 1st Geo. I. 1st Geo. II. and 1st George III. I do not find any Entry of any prior to that of the 1st James II. which was sent in a Letter from this Board, the 5th of February last.

To John Call, and
John Fordyce, Esq^{rs}.

I am,

Gentlemen,

Your most humble Servant,

J. FANSHAW.

EXTRACT from the List transmitted with the foregoing Letter.

WHITTLEWOOD FOREST.

			Brace.
1st Queen Anne	—	—	4
1st Geo. I.	—	—	4
1st Geo. II.	—	—	6
1st Geo. III.	—	—	6

A STATE

A STATE of the Number of Bucks and Does returned as fit to be killed in His Majesty's Forest of Whittlewood, in the Years under-mentioned.

				Bucks.	Does.
In the Year	1776	—	—	12	12
	1777	—	—	10	10
	1778	—	—	10	10
	1779	—	—	12	10
	1780	—	—	10	10
	1781	—	—	12	12
	1782	—	—	12	12
	1783	—	—	12	12
	1784	—	—	12	12
	1785	—	—	12	10
	1786	—	—	10	10
	1787	—	—	10	10
	1788	—	—	12	10
	1789	—	—	10	10

May 14th 1790.

PETER NICOL,
Clerk of the Venison Warrant.

N^o 9.

WARRANT for Payment of Salaries to the Master Forester, and other Officers of Whittlewood Forest, Com. Northton.

AFTER my hearty Commendations: Whereas her Majesty, by Letters Patents under the Great Seal of Great Britain, bearing Date the 19th Day of July 1712, in the Eleventh Year of her Reign, hath given, granted, and confirmed unto his Grace Charles Duke of Grafton, and the Heirs Male of his Body issuing, the Office of Master Forester of her Majesty's Forests and Parks of Whittlewood, in the County of Northton, and Master Conductor of the Wild Beasts of the said Forest, with several Powers, Authorities, Liberties, Privileges, and Advantages therein particularly mentioned, and all and singular Wages, Fees, Rewards, Allowances, Commodities, Rights, and Emoluments whatsoever, to the said Offices, or any of them, belonging or appertaining (except as in the said Letters Patents are excepted): And whereas in the said Letters Patents it is specially recited, that the Claims heretofore Annually allowed to the Master Forester, and the rest of the Officers of the said Forest, were as followeth; viz.

	Allowances.	
	In Money.	In Wood.
To the Master Forester for his own Fee, One hundred Shillings in Money Yearly	5 — —	
To the Under Forester of Norton Woods and Sholbrook Lawa, being a double Walk, Forty-four Load of Wood, and Three Pounds Six Shillings and Eight Pence in Money Yearly	3 6 8	44 Load
To the Page Keeper of the said Woods, Eleven Load of Wood, and Sixteen Shillings and Eight Pence in Money Yearly	— 16 8	11 Load

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To

	Allowances.	
	In Money.	In Wood.
To the Under Forester of the Walk called Shroob Office, Twenty-two Load of Wood, and Thirty-three Shillings and Four Pence in Money Yearly	1 13 4	22 Load
To the Page Keeper of the same Walk, Eleven Load of Wood, and Sixteen Shillings and Eight Pence in Money Yearly	— 16 8	11 Load
To the Under Forester of the Walk called Hanger Office, Twenty-two Load of Wood, and Thirty-three Shillings and Four Pence in Money Yearly	1 13 4	22 Load
To the Under Forester of Hazleborough Office, Twenty-two Load of Wood, and Thirty-three Shillings and Four Pence in Money Yearly	1 13 4	22 Load
To the Page Keeper of Hazleborough Office, Eleven Load of Wood, and Sixteen Shillings and Eight Pence in Money Yearly	— 16 8	11 Load
To the Under Forester of the double Walk called Wakefield and Le-gullet Office, Forty-four Load of Wood, and Three Pounds Six Shillings and Eight Pence in Money Yearly	3 6 8	44 Load
To the Page Keeper of the double Walk called Wakefield and Le-gullet Office, Eleven Load of Wood, and Sixteen Shillings and Eight Pence in Money Yearly	— 16 8	11 Load
To the Deputy Master Forester Thirty-three Load of Wood, and for his Expenses in making Hay for the Deer Three Pounds Six Shillings and Eight Pence in Money Yearly	3 6 8	33 Load

And whereas her Majesty by the same Letters Patents (for the Causes and Considerations therein mentioned) hath declared that in all Times coming for the future the said Claims or Allowances of Wood shall be absolutely abolished, discharged, and made void, but that nevertheless the said respective Officers and Ministers heretofore having and receiving the said Allowances of Wood shall have and receive in lieu thereof for the future, an Allowance in Money after the Rate of Ten Shillings for every Load of Wood, so that there now becomes payable to the said several and respective Officers and Ministers, on their former Allowances in Money, the Yearly Sum of Twenty-three Pounds Six Shillings and Eight Pence, and for and in lieu of their former Allowances in Wood, which amounted to Two hundred Thirty-one Load, the Yearly Sum of One hundred and Fifteen Pounds Ten Shillings, computing the same at the Rate of Ten Shillings a Load as aforesaid: These are therefore, by virtue of the said Letters Patents, to direct, authorize, and require you, in the Presence and with the Assistance of the Master Forester, or his Deputy for the Time being, and any Two or more of the Under Foresters, there Yearly and every Year to mark, fell, and cut down, or cause to be marked, felled, and cut down, at the most fitting and proper Season for doing thereof, so many doct and decayed Trees, or other Trees within the said Forest, not fit for the Service of her Majesty's Navy, as by the Sale thereof, and of the Lops, Tops, and Offal Wood of the same (which Sale you are hereby authorized and appointed to make) shall be sufficient to raise the said several and respective Yearly Sums of Twenty-three Pounds Six Shillings and Eight Pence, and One hundred and Fifteen Pounds Ten Shillings, and thereupon to pay unto the said respective Officers and Ministers for the Time being, Yearly and every Year, their several and respective Parts and Shares thereof in Manner aforesaid, and take Receipts, specifying therein that the Money so paid is not only in full of all former Allowances in Money for the respective Years so to be paid, but also in full of all Claims and Demands of Wood as aforesaid; and you are to render an Account from Time to Time of your Actions and Doings herein in Manner accustomed; and this shall be as well to you as to all others concerned a sufficient Warrant; provided an Entry of the said Letters Patents be first made before you, and in the Office of the Auditor of her Majesty's Revenue for the County of Northampton. To the End due Cognizance may be had thereof, several Reservations, Clauses, Matters, and Things, being contained therein for the Preservation of her Majesty's Timber in the said Forest from Waste and Destruction.

Whitehall Treasury Chambers,
8th August 1713.

OXFORD.

To my very loving Friend Edward Wilcox, Esq^r,
Surveyor General of her Majesty's Woods, Trent South.

Irrotulat^r. xvij^{to}. die Martij 1713.

WE do hereby ratify, confirm, and approve, the foregoing Warrant, and direct the same to be executed and complied with by Thomas Hewet, Esq^r, the present Surveyor General of his Majesty's Woods, and all other Persons concerned therein. For which this shall be a sufficient Warrant.

Whitehall Treasury Chambers,
12th April 1715.

HALIFAX.

Int^r xiiij. Aprilis 1715. Will. S^{us} Quincia. Ri^o Onflow.

WE do ratify, confirm, and approve the Warrant of which the foregoing is a true Copy; and do hereby direct the Surveyor General of his Majesty's Woods to pay all such Sums and Sums of Money as are grown or shall grow due unto the several and respective Officers and Ministers therein named, from the Time of their being last paid thereupon. For which, and for the Allowance of such Payments upon Account, this shall be a sufficient Warrant.

Whitehall Treasury Chambers,
17th July 1717.

Int^rat^r 2^{da} die Septembris 1717.

TORRINGTON.
GEO. BAILLIE.
THO. MICKLETHWAITE.

N^o 10.

George R.

WHEREAS We are given to understand, by a Report of Charles Wither, Esq^r, Surveyor General of Our Woods, bearing Date the 22^d of June last, which you have laid before Us for Our Pleasure to be signified therein, that the Great Lodge, Outhouses, and Buildings thereunto belonging, at Wakefield, in Our Forest of Wharfedale, in the County of Northampton, which are held and enjoyed by Our right truly and right entirely beloved Cousin and Counsellor, Chas^r Duke of Grafton, as Ranger in Fee of the said Forest, are at present in so ruined a Condition that the estimated Charge of putting the same into substantial Repair does amount to the Sum of Three thousand Five hundred Pounds, which the said Charles Duke of Grafton proposes to perform and defray at his own Cost and Expence, in case One hundred and Fifty Loads of rough Timber growing within the said Forest be assigned him towards the same, to which We, being graciously pleased to condescend and agree, Our Will and Pleasure is, and We do hereby authorize, direct, and require you to give Warrant unto the said Surveyor General, in the Presence and with the Assistance of such Officers of Our said Forest as should or ought to be present in Cases of this Nature, to mark, fell, and cut down, or cause to be marked, felled, and cut down, in such Part and Places of the said Forest where the same may most conveniently be spared, so many Trees, not fit for the Service of Our Navy, as may be sufficient to produce the said One hundred and Fifty Loads of rough Timber, and to deliver the said One hundred and Fifty Loads of rough Timber when felled to the said Charles Duke of Grafton, or his Order, to be employed in and about the said Buildings and Repairs; and you are to direct and require Our said Surveyor to take Care that the Bark, Lops, Tops, and Offal Wood of the Trees so to be felled, be sold and disposed to the best Advantage for Our Service, and the Monies arising thereby be brought to his Account of Woodsales, within such Space of Time as you shall think fit to direct and appoint. And whereas We are further given to understand by the said Report that the Underforesters, Underkeepers, or Pagekeepers, and other Under Officers within the said Forest, have instead of Allowances of Wood heretofore claimed and taken by them, to the great Waste and Destruction of the Timber and Trees within the said Forest, Allowances in Money made to them Yearly by Our said Surveyor out of Woodsales; and that it will be for the Service of the Crown, and the Encouragement of the Keepers to be vigilant and active in their Duty and Attendance, in case the Sum of Ninety-eight Pounds by the Year, over and above the present Allowances, be allowed and made payable to them in Manner following; that is to say,

APPENDIX, N^o 10.

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	£.	s.	d.
To Wakefield Walk Under Forester, Four Pounds Thirteen Shillings and Four Pence per Ann.	4	13	4
To the First Page Keeper there, Twelve Pounds Thirteen Shillings and Four Pence per Ann.	12	13	4
To the Second Page Keeper there, Six Pounds Six Shillings and Eight Pence per Ann.	6	6	8
To Sholebrook Walk Under Forester, Four Pounds Thirteen Shillings and Four Pence per Ann.	4	13	4
To the First Page Keeper there, Twelve Pounds Thirteen Shillings and Four Pence per Ann.	12	13	4
To the Second Page Keeper there, Six Pounds Six Shillings and Eight Pence per Ann.	6	6	8
To Hallsborough Walk Under Forester, Twelve Pounds Thirteen Shillings and Four Pence per Ann.	12	13	4
To the Page Keeper there, Six Pounds Six Shillings and Eight Pence per Ann.	6	6	8
To Hanger Walk Under Forester, Twelve Pounds Thirteen Shillings and Four Pence per Ann.	12	13	4
To Shroob Walk Under Forester, Twelve Pounds Thirteen Shillings and Four Pence per Ann.	12	13	4
To 1st Page Keeper to both the last-mentioned Under Foresters Walks, Six Pounds Six Shillings and Eight Pence per Ann.	6	6	8
	£.	28	—

To which We being graciously pleased to condescend and agree, Our further Will and Pleasure is, and We do hereby direct, authorize, and require you to give Warrant to Our said Surveyor General, out of such Monies as shall from Time to Time be and remain in his Hands, arisen or to arise by Woodsales, to pay the said several and respective Allowances to the said several and respective Under Foresters and Page Keepers in Manner aforesaid, from the Nineteenth Day of July last 1727 Quarterly, or otherwise, from Time to Time, as other the Salaries payable to the Under Foresters, Page Keepers, or other Officers in the said Forest, are or shall from Time to Time be paid, and for so doing this shall be your Warrant. Given at Our Court at Kensington, the Fourteenth Sept^r 1727, in the First Year of Our Reign.

By His Ma^{ty}'s Command.

To the Com^{rs}^{rs}
of Our Treasury.

R. WALPOLE.
GEO. OXENDEN.
W^m CLAYTON.

N O R T H T O N.

After our hearty Commendations: These are to authorize and direct you to take Care that His Majesty's Pleasure, signified to us by the foregoing Warrant, as well in Relation to the Timber to be felled and delivered, and the accounting for the Bark, Lops, Tops, and Offal Wood thereof, as in Relation to the Payment of the Sum of Ninety-eight Pounds p^r Annum, out of Monies arising by Wood Sales to the Officers therein mentioned, from the Nineteenth of July, 1727, by Quarterly Payments, be executed in all Particulars whatsoever, according to the full Tenor and true Intent and Meaning thereof; nevertheless you are hereby enjoined and required to cause his Ma^{ty}'s said Warrant, and thus our Authority thereupon, to be entered with the Auditor of the Land Revenues of the Crown within the County of Northton. before any Step be taken by you towards executing the same; and we do also enjoin and require you to render an Account to the same Auditor of your A^{cts} and Doings herein, within Twelve Months from the Date hereof at farthest, for all which (such Entry being first made as aforesaid) this shall be, not only to you, but to all others herein concerned, a sufficient Warrant. Whitchall Tre^{as}ry Chambers, the 26th Day of Sep^r, 1727.

R. WALPOLE. GEO. DODDINGTON.
CHA^s TURNER. W^m CLAYTON.

To our very loving Friend
Chas^r Warner, Esq^r, Surveyor
General of his Ma^{ty}'s Woods.

N^o 11.

N^o II.

The ANSWER of Joseph Smyth, Esq. Lieutenant and Woodward of the Forest of Whittlewood, and Keeper of Sholbrook Walk, in the said Forest, to the Precept of the Commissioners of the Land Revenue.

THE said Joseph Smyth saith, That he holds, by virtue of Letters Patent from the Crown, the Office of Woodward of the Forest of Whittlewood during His Majesty's Pleasure. That he receives as Woodward a Yearly Fee or Salary of Five Pounds, which is paid by the Receiver General of the Land Revenue by virtue of a Debiture from the Auditor; and a Yearly Allowance of Twenty Pounds paid by Reuben Capes, Deputy to the Surveyor General of the Woods, from the Sale of dotard and decayed Trees, in lieu of a Fee of Twelve Pence in the Pound, formerly received by the Woodward of the said Forest, from the Buyers of Wood or Timber there; and he has also a Fee of Four Pence for every Tree felled there, which is paid by the Purchasers of the Timber and Wood.

That he holds likewise the Office of Lieutenant or Deputy Warden of Whittlewood Forest, and Keeper of Sholbrook Walk there, by Appointment of his Grace the Duke of Grafton, Lord Warden of the said Forest, during his Grace's Pleasure. That as Lieutenant he has the Superintendence and Care of the whole Forest under the Lord Warden; and as Keeper of Sholbrook he has the particular Charge of that Walk. That he receives Annually from the Surveyor General of the Woods, or his Deputy, the Sum of Ninety-seven Pounds Ten Shillings for the several antient Fees and Allowances following; viz.

For the Warden's Fee	—	—	—	—	£.	5	—	—
For the Lieutenant or Deputy Warden, his Allowance in lieu of 33 Loads of Wood, at 10s. per Load	—	—	—	—	—	16	10	—
His Allowance for making Hay	—	—	—	—	—	3	6	8
For the Wages of the Under Forester or Keeper of Wakefield Double Walk	—	—	—	—	3	6	8	
For his Allowance in lieu of 44 Loads of Wood, at 10s. per Load	—	—	—	—	22	—	—	
For his Additional Salary	—	—	—	—	4	13	4	
						30	—	—
For the Under Forester or Keeper of Sholbrook Walk, the like Wages and Allowances	—	—	—	—	—	30	—	—
For the Wages of the First Page Keeper of Wakefield Walk	—	—	—	—	—	12	13	14
						97	10	—

Of which Sum he receives for his own Use Forty Pounds per Annum, as Lieutenant and Keeper, and pays to the Keeper of Wakefield Walk the Yearly Salary of Twenty-six Pounds, and to the First Page Keeper of the same Walk the Yearly Salary of Twenty-seven Pounds. The Salaries and Allowances of the other Keepers and Page Keepers of the said Forest are paid to them by the Surveyor General's Deputy; all which Payments are defrayed out of the Produce of dotard and decayed Timber, or of Timber supplied for the Use of the Navy, deducting One Shilling in the Pound as the Surveyor General's Fee. That the Fees received by him for Venison killed in Sholbrook Walk amount, on an Average, to Twenty Pounds per Annum, which are paid by the Receivers of the Venison, and the Profit from the Sale of the Skins and Offal, about Fifteen Pounds per Ann. That he occupies a Lodge and Out Offices, with about Thirty-five Acres of Meadow Land adjoining, of the Yearly Value of about Seventy Pounds per Ann. and also a Lawn of about Eighty Acres, subject to the Deer, and Common to Two Head of Cattle only, where he keeps his Horses and Dairy Cows. That he has Annually about Twenty-five Loads of Wood from the Browse Wood cut for the Deer in Sholbrook Walk, worth about Twenty Shillings per Load. That no Timber is cut for Repairs Annually, but when any is wanted, it is felled under Warrants from the Treasury. That the exact Number of Deer in Sholbrook Walk cannot be well ascertained, but they have been supposed to be about Three hundred and Fifty Head of all Sorts. That about Eleven Brace of Bucks, and Eight Brace of Does, on an Average, are killed Yearly in that Walk, and sent to the neighbouring Gentlemen and Farmers, and others who receive Damage from the Deer. That about Ten Tons of Hay is Annually allowed for the Deer, by the Lieutenant. That an Incroachment is made on the Vest of this Forest in general, by the lower Class of People picking up Acorns; to prevent which the Keepers have applied to the neighbouring Justices, but can get no Redress. That no Spoil, Waste, or Destruction has been committed of the Wood or Timber belonging to the Crown in the said Forest; and no Abuses do exist there to his Knowledge, injurious to the Rights of the Crown. That there are Fifteen Parishes and Hamlets, which have Right of Common without Saint in the Commonable Parts of the said Forest, of which Six are called In-Towns, viz. Whitfield, Whitebury, Silverton, Potterbury, Yardley, and Paddenham with Denbanger; and Nine Out Towns, viz. Syerham with Crawfield, Paulerspury with Hevenocote, Grafton, Alderton, Wicken, Lillingston-Lovel, Lillingston-Dayrell, Wapenham, and Stapeston. That the Cattle admitted to depasture in the Forest, are Horse and Cow Kinds only, all other Kinds are excluded.

excluded. That the Time allowed for the In-Towns to turn in their Horses and Cows, is about the Fifth of April, and to take them out on the Twelfth of November; and for the Out-Towns to turn in about the Fourth of May, and take out the Twenty-fifth of September Yearly. That no Notice has been taken of the Fence Month since the Swanmore Court has been discontinued. And the Winter Haining has not been attended to by some of the In-Towns, who pretend to have a Right during that Time. That Part of Paulerspury with Hevenose, and Lillingstone-Dayrell, pay an Acknowledgment for Herbage called Hen Money, to the Amount of Twenty Shillings per Acre, which is divided among the Keepers of Sholbrook Walk. That the Method used to prevent the Forest being overcharged by Commoners, and the Admission of Cattle of Strangers, is by a Forest Drift. Those that are commonable and branded, pay One Penny for the Drift. Those that are commonable, and not branded, pay Four Pence per Head, and One Penny for the Drift. And when any Cattle are found belonging to any one who has no Right of Common, a Penalty of Ten Shillings per Head is demanded; which Monies are usually divided among the Keepers of the respective Walks where the Drift is made. The planting of Acorns in particular Parts of the Forest would be of great Use.

JOH. SMYTH.

N° 12.

ABSTRACT of the EXAMINATIONS of

John Hammond	—	—	} Keepers of	Halleborough Walk.
William Taylor	—	—		Hanger Walk.
Charles Heath	—	—		Wakefield Walk.
Reuben Capes	—	—		Shrob Walk.
William Verney,	Page Keeper of Halleborough Walk.			
George Taylor,	Page Keeper of Hanger and Shrob Walks.			
Thomas Oakley,	1st Page Keeper of Wakefield Walk.			
William Waterman,	2d Page Keeper of Wakefield and Hanger Walks.			
William Lovell,	1st Page Keeper of Sholbrook Walk.			
William Savage,	2d Page Keeper of Sholbrook Walk.			

	The Examination of John Hammond, Keeper of Hatfield Moor Walk; taken upon Oath, the 6th Day of December, 1790.	The Examination of William Taylor, Keeper of Hanger Walk; taken upon Oath, the 6th Day of December, 1790.	The Examination of Charles Hesh, Keeper of Wakefield Walk; taken upon Oath, the 6th Day of December, 1790.	The Examination of Reuben Capes, Keeper of Shroob Walk; taken upon Oath, the 6th Day of December, 1790.
Appointment.	That he is Keeper of Hatfield Moor Walk in Whitwell Forest, appointed by his Grace the Duke of Grafton, during his Pleasure.	That he is Keeper of Hanger Walk, by the like Appointment, during Pleasure.	That he is Keeper of Wakefield Walk, by the like Appointment, during Pleasure.	That he is Keeper of Shroob Walk, by the like Appointment, during Pleasure.
Duty.	That the Duty of his Office is to take Care of the Woods, Deer, and Game, within the said Walk, and to affix in other Parts of the Forest when required.	That his Duty is to take Care of the Woods, Timber, Vert and Venison, and to kill or affix in killing the Deer when required.	That the Duty of his Office is to look after the Deer, Woods, and Game, and to affix in killing the Deer in this Walk, or in other Parts of the Forest, if required.	That the Duty of his Office is to take Care of the Woods and Game within the said Walk, and to affix in killing Venison when required, in any Part of the Forest.
Salary.	That he is paid by Routes Capes, Deputy to the Surveyor General, the Yearly Salary of £. 25. 6. 8, out of which is deducted for the Surveyor's Poundsage, the Sum of £. 1. 5. 6.	The like Salary, and Deductions for Poundsage.	That his Salary is £. 25. per Annum, paid by Joseph Smith, Esquire, Lieutenant of the Forest.	That his Salary is £. 25. 6. 8 per Annum (One Shilling in the Pound deducted to the Surveyor's Use) payable out of Mooses arising by Wood Sales, by virtue of Warrants from the Treasury.
Fees on Venison.	That the Fees received by him for Venison killed within this Walk, including the Value of a Tree Buck and Foe Doe, amount to about £. 30. 6. 6 per Annum or more, which Fees are paid by the Receivers of the Venison, and he receives about £. 23. 17. 6 per Annum, by Sale of the Skins and Offal.	That the Fees received by him for Venison, amount, on an Average, to about £. 10. 3. 4 per Annum, and the Emoluments from the Skins and Offal to about £. 10. 16. per Annum, and he has also a Fee Buck and Foe Doe yearly, which he sells for £. 6. 16. 6.	That the Fees which he receives for Venison killed in Wakefield Walk, amount, on an Average, to about £. 20. per Annum, which are paid by the Receivers of the Venison, and the Profit from the Skins and Offal of each Venison to about £. 6. 6. per Annum or more, arising by the Sale thereof.	That he has a Yearly Allowance of Six Guineas paid by the Duke of Grafton, in lieu of a Fee Buck and Foe Doe, no Deer being kept within this Walk.
Lodge and Land.	That he occupies a Lodge worth £. 5. per Annum, and about 14 Acres of Sward Ground worth £. 14. per Annum, out of which he pays for the Land Tax, and House and Window Tax, £. 1. 18. 3 per Annum.	That he occupies a Lodge and Office, and about 11 Acres of Land, worth £. 15. 10. per Annum, subject to the Payment of the House, Window, and Land Tax, amounting together to £. 2. 16. 2 a Year.	That he occupies a Lodge worth about £. 5. per Annum, and 6 Acres of Land worth about £. 5. 10. per Annum, subject to the Payment of £. 1. 14. s. for House and Window Taxes.	That he occupies a Lodge in Shroob Walk, with 19 Acres of Pasture, worth about £. 20. per Annum, subject to the Payment of Land and Window Tax.
Fuel.	That he has about 1,000 Tonnage yearly from the Wood cut for lighting the Deer, within Hatfield Moor Walk, worth 20. per Hundred, after Payment of the Expenses of cutting.	That no Timber is allowed to the Keepers; but Browie Wood is cut for the Deer, according to the Severity of the Winter, and when the Deer have done with it, after Lady Day, it is gathered up for Fuel, for the Use of the Keepers, of which this Examinant has about 8 or 9 Loads, worth about 20. per Load.	That he has Annually about 11 Loads of Fuel Wood, from the Wood cut for brooding the Deer in Wakefield Walk, worth about 20. s. per Load, after paying the Expenses of cutting, &c.	That he has the Browie Wood of the Oak and Ash Trees in this Walk (such as have herebefore been brooded) and cuts Annually about 200 of Faggots, worth about £. 9. per Annum, but that the Timber Trees are cut down for Fuel in this Walk, or in any other Part of the Forest, for the Use of the Forest Officers.
Timber for Repairs.	That no Timber is sent Annually for the Forest Officers, except for Payment of their Salaries; and when any Timber is wanted for Repairs, it is cut by Authority of the Surveyor's Warrant to his Deputy.	That no Timber is Annually cut for Repairs; but when any are wanted they are done by the Surveyor of the Woods.	That no Timber is Annually cut for Repairs; but when any are wanted they are done by the Surveyor of the Woods.	No Annually for Repairs, but occasionally by Warrant from the Lords of the Treasury.
Number of Deer in each Walk.	That there are about 360 Head of all Sorts in Hatfield Moor Walk, as nearly as he can ascertain.	That the Number of Deer kept in the Forest, or in any particular Walk, cannot be ascertained, but this Examinant thinks there may be about 100 Head of all Sorts in Hanger Walk.	That the Number of Deer in Wakefield Walk, cannot be well ascertained, but have been computed to be about 1,000 Head of all Sorts.	
Number of Deer killed Annually.	That about 15 Brace of Bucks and 8 Brace of Does are Annually killed within his Walk, for the Use of Noblemen and Gentlemen, whose Property suffers Damage by the Deer, and 6 Brace of Bucks and 6 Brace of Does are Annually sent from other Walks of the Forest, but as no other Warrants he refers to the Lieutenant of the Forest, and his Deputy.	Of which on an Average are killed 5 Brace of Bucks and 6 Brace of Does yearly, exclusive of the Keeper's Fee Buck and Foe Doe, all Venison Warrants and Orders for Venison are directed to the Lieutenant of the Forest, or his Agent, to whom he refers for an Account thereof.	That the Number killed Annually on an Average is about 37 Brace of Bucks and 39 Brace of Does, of which 6 Brace of Bucks and 6 Brace of Does are returned to the Warrants of the Board of Green Cloth, 5 or 6 Brace of Bucks and about 8 Brace of Does (as they can be spared) to the Collier's Warrants. The Chief Justice in Eyre, his Secretary, the Venitours and Purloins Ranger, each have Fee Venison. Some are ordered by his Grace the Duke of Grafton for his own Use, and some to his Friends, and the rest are disposed of by the Lieutenant to the Gentlemen and others round the Forest that sustain Damage by the Deer.	

	The Examination of John Hammond continued.	The Examination of William Taylor continued.	The Examination of Charles Heath continued.	The Examination of Reuben Capes continued.
Hay for the Deer.	That about 1,500 Weight of Hay, worth about £2. 5. is Annually provided for the Deer within Haslebury Walk, as the Severity of the Season requires, at the Expense of the Keeper of the said Walk.	That no Hay or Corn is provided for the Deer in Hanger Walk.	That about 12 Tons of Hay are Annually made for the Deer, at the Expense of the Duke of Grafton.	
Inoculation.	That an Inoculation is made on the Malt Vert of the Forest in general by the Poor People carrying away Acorns, to prevent which the Keepers have frequently applied to the Neighbouring Justices, but can get no Redress.	To the like Effect.	To the like Effect.	That an Inoculation is made on the Vert of this Walk, and other Parts of the Forest, by the lower Class of People picking up Acorns, for which he cannot get any Redress, there being no Swanmore Court held for this Forest.
Right of Common (without Stack).	That 15 Towns and Hamlets have Right of Common (without Stack) on all the Commonable Parts of the Forest, for Horses and Cow Cattle only, of which 6 are called In-Towns (viz.) Wakefield, Whitelock, and Silverthorn, Potterbury and Yardley Gobion, Puffinham and Desborough, and 9 Out-Towns (viz.) Syretham and Crofted, Polesbury and Heathenote, Grafton, Alderton, Wicken, Lillingstone Lovell, Lillingham Dayrell, Wapenham, and Slapton.	To the like Effect.	To the like Effect.	That no Persons have Right of Common of Pasture, or Passage, within this Walk, but there are 17 Parishes and Hamlets which have Right of Common on other Parts of the Forest, for an Account of which he refers to the Keepers of the other Walks.
In-Towns turn in 5 Apr., and take out 12 Nov'. Out-Towns turn in about the 4th May, and take out 25 Sept' Yearly.	That the In-Towns turn their Cattle into the Forest about the 5th of April, and take them out about the 12th of November, and the Out-Towns turn in about the 4th of May, and take out about the 25th of September in every Year.	To the like Effect.	To the like Effect.	
Fence Month and Winter Haining.	That no Notice is taken by the Commissioners of the Fence Month, but by the Keepers only in their respective Walks looking after the Does whilst haining; and the Winter Haining has not been duly attended to by some of the In-Towns, who pretend to have a Right during that Time.	That no Notice is taken of the Fence Month; and the In-Towns are apt to encroach on the Time of Winter Haining.	That no Notice is taken of the Fence Month; and the Winter Haining has not been attended to by some of the In-Towns, who pretend to have a Right during that Time.	
Cattle admitted.		That the Cattle admitted to depasture in the Forest, are Horses and Cow Kinds only, and all others are excluded.	The like.	
Fence Money, or Hen Money.	That the Townships of Wapenham and Slapton pay 2s. each, Yearly, to the Secre of Hasleborough Walk, which they call Fence Money, or Hen Money, and the Townships of Syretham and Crofted pay about 12s. Annually, more or less, which is collected from House to House, and divided between the Keeper and Page of Hasleborough Walk.	That in the Parish of Puffinham, adjoining to Hanger Walk, a Collection is made at Sixpence from House to House, of what is called Hen Money, amounting to about 30 s. or 12s. per Annum, which is divided between the Keeper and Page Keeper of Hanger Walk, and 12. and 4d. is Annually paid by the Parishes of Lillingham Lovell to the Keeper of Hanger Walk.	That the Commissioners in Potterbury and Yardley pay an Acknowledgment, called Hen Money, to this Examination, as Keeper of Wakefield Walk, amounting to about 20 s. per Annum collected from House to House.	
Drift.	That to prevent the Forest being discharged by Commissioners, or the Admission of Cattle of Strangers, the Cattle are driven to a convenient Place, and there kept, till Notice is sent to the different Parishes to which the Cattle are supposed to belong, for the Owners to take them away; and if any be found that have no Right of Common, the Commissioners do afterwards generally pay a Fine of 10 s. per Head on each Day. The Money collected on that Day is mostly expended; the Residue is divided between the Keeper and Page of the Walk where the Drift is made.	That when any Impulsion is suspected in regard to the Cattle turned into the Forest, a Drift is made, and the Owners of such Cattle as have Right of Common, and are branded, pay only One Penny for the Drift; those unbranded pay 4d. per Head, and those Penny their Drift, and those that have no Right pay a Penalty according to their Tripplis, sometimes as high as 10 s. per Head, which Money is divided among the Keepers of the Walk where the Drift is made.	That the Method taken to prevent the Forest being discharged by Commissioners, or the Admission of Cattle of Strangers, is by a Forest Drift, when the Cattle that are Commonable and branded pay One Penny for the Drift, those Commonable, and not branded, pay 4d. per Head, and One Penny for the Drift; and when any Cattle are found belonging to Persons having no Right of Common, a Penalty of 10 s. per Head is demanded, which with the Drift Money, is usually divided between the Keepers of the Walk where the Drift is made.	
Penalty.				
Number of Cattle driven.	That the last Drift but One, the Number of Cattle driven amounted to 96 Horses, and 131 Cows, in all 227; and the Cattle last driven were 124 Horses, and 205 Cows, in all 329.	That the Cattle belonging to Persons having Right of Common, and which are branded, pay One Penny for the Drift for Horses and Cows separate, be the Number more or less, of each Sort, said those not branded, pay 4d. per Head, which Money is likewise divided as aforesaid.		
Drift Money.				

	The Examination of W ^m Verrory, Page Keeper of Haldenborough Walk, taken upon Oath, the 6th December 1790.	The Examination of George Taylor, Page Keeper of Hanger and Shrub Walks, taken upon Oath, the 6th December 1790.	The Examination of Thos ^r Oakley, First Page Keeper of Wakefield Walk, taken upon Oath, the 6th December 1790.	The Examination of W ^m Warrens, Second Page Keeper of Wakefield and Hanger Walks, taken upon Oath, the 6th December 1790.	The Examination of W ^m Lovell, First Page Keeper of Sholebrook Walk, taken upon Oath, the 6th December 1790.	The Examination of W ^m Savage, Second Page Keeper of Sholebrook Walk, taken upon Oath, the 6th December 1790.
Appointment.	That he is Page Keeper of Haldenborough Walk, appointed by the Duke of Grafton, during his Pleasure.	That he is Page Keeper of Hanger and Shrub Walks, by the like Appointment, during Pleasure.	That he is First Page Keeper of Wakefield Walk, by the like Appointment, during Pleasure.	That he is Second Page Keeper of Wakefield and Hanger Walks, by the like Appointment, during Pleasure.	That he is First Page Keeper of Sholebrook Walk, appointed by Joseph Smith, Esquire, by the like Appointment, during Pleasure.	That he is Second Page Keeper of Sholebrook Walk, appointed by Joseph Smith, Esquire, by the like Appointment, during Pleasure.
Duty.	That his Duty is to take Care of the Deer, Woods, and Game; to assist in killing the Deer; to hunt the Purloins, and to assist in other Parts of the Forest when required.	That the Duty of his Office is to take Care of the Timber Woods, Ven, Venison, Commons, &c. to assist in killing and dressing the Deer in Hanger and Wakefield Walks; and to assist in any Part of the Forest, in any respect, if required.	That the Duty of his Office is to look after the Deer, Woods, and Game, and to assist in killing the Deer in this Walk, or other Parts of the Forest, if required.	That the Duty of his Office is to take Care of the Woods, Deer, and Game, and to assist in killing the Deer in the said Walk, and to hunt the Purloins.	That the Duty of his Office is to look after the Deer, Woods, and Game, and to assist in killing the Deer within this Walk, or in any other Part of the Forest, when required.	That the Duty of his Office is to take Care of the Woods, Deer, and Game, and to assist in killing the Deer in this Walk, and hunting the Purloins.
Salary.	That his Salary is £. 12. 13. 4. per Annum, paid by Reuben Cripes, Deputy to the Surveyor General.	The like Salary, and Mode of Payment.	That his Salary is £. 17 per Annum, which is paid to him by Jos ^r Smith, Esquire, Lieutenant of the Forest.	That his Salary is £. 12. 13. 4. per Annum, which is paid by Reuben Cripes, Agent to the Surveyor General.	The like Salary of £. 12. 13. 4. paid by Reuben Cripes.	The like Salary of £. 12. 13. 4. paid by Reuben Cripes.
Perquisites as Deer.	That his Perquisites, arising by Sale of the Heads and Necks of Deer killed in the said Walk in the Buck and Doe Season, and of the Chance Skins and Chance Heads, Necks, and Horns in Buck Season, amount to about £. 4. 14. per Annum.	That his Perquisites are Half the Heads, Horns, and Chance Skins of the Deer killed in Hanger and Wakefield Walks, and a Piece of Venison Yearly, the Value of which on an Average is, together, about £. 5. 11. per Annum.	That he receives, as a Perquisite, Part of a Fee Door, worth about 12s. per Annum.	That his Perquisites, arising from the Share of the Heads and Necks of the Deer killed in the Buck and Doe Season, and the Chance Skins and Horns in the Buck Season, and Part of a Fee Door, amount to about £. 5. 11. per Annum.	That he receives no Fees or Emoluments by virtue of his Office.	That his Perquisites, arising from the Heads and Necks of the Deer in Buck and Doe Seasons, and from the Chance Skins and Horns in Buck Season, amount to about £. 3. 11. per Annum.
Lodge and Land.	That he occupies a Lodge, worth 60s. per Annum, and about 12 Acres of Sward Ground, worth about £. 7. 5s. per Annum; and he pays for Land, House, and Horse Tax, 19s. 4d. per Annum to the Parish of Whitleid.	That he occupies a Lodge and Office, of the Yearly Value of £. 2. 5s. and a Close of Land, worth about £. 2. 11s. per Annum, subject to Land and Window Tax, amounting to £. 1. 17. per Annum.	That he occupies a Lodge, worth about £. 5. per Annum for which, and 5 Acres of Sward Ground, worth about £. 5. per Annum, he pays £. 2. 18s. per Annum for Taxes and Parochial Dues.	That he occupies a Lodge and Office, worth about 60s. per Annum, and about 6 Acres of Green-Sward Ground, worth about £. 6. per Annum, subject to the Payment of Window Tax.	That he occupies a Lodge and Office, worth about 40s. per Annum, also 7 A. of Sward Ground, worth about 5 Guineas per Annum, for which he pays £. 3. 13. 4. per Annum for Land and Window Tax, and Parochial Dues.	That he occupies a Lodge and Office, worth about 40s. per Annum, and about 7 Acres of Sward Ground, worth about £. 7. per Annum, subject to Land and Window Taxes, and Parochial Dues, amounting to £. 2. 11. 2. per Annum.
Fuel.	That he has Annually an Allowance for Fuel from the Brown's Wood in Haldenborough Walk, of about 500 Faggots, worth 2s. per Hundred, after deducting the Expenses of cutting.	That the Log of Brown's Trees, cut for the Use of the Deer, is allowed to the Keeper of the respective Walks, after Lady Day Yearly; and the Brown's Lignite is about One Load and an Half, of the Value of £. 1. 10. or thereabouts, exclusive of cutting and faggoting.	That he has about 13 Load of Wood Annually from the Wood cut for the Deer in Wakefield Walk, worth 2s. 6. per Load, after paying the Expenses of cutting.	That he has about 10 Load of Wood Annually from the Brown's Wood cut for the Deer in Wakefield Walk, worth about 2s. 6. per Load, after paying the Expenses of cutting.	That he has about 8 Load of Wood Yearly from the Brown's Wood cut for the Deer in Sholebrook Walk, worth about 20s. per Load, after Payment of the Expense of cutting.	The same as W ^m Lovell.
Timber for Repairs.	That no Timber is Annually cut for the Forest Officers, but for the Payment of their Salaries; and when any Timber is wanted for Repairs, it is cut by Warrant of the Surveyor General to his Deputy.	No Timber is allowed when any is cut; it is by Warrant of the Surveyor General.	That no Timber is Annually cut for Repairs, but when any is wanted, it is ordered by the Surveyor's Warrant.	That no Timber is Annually cut for Repairs, but when any is wanted, it is done by Warrant of the Surveyor General.	The like Answer.	To the like Effect.

	The Examination of William Verney continued.	The Examination of George Taylor continued.	The Examination of Thomas Oakley continued.	The Examination of W. Waterman continued.	The Examination of William Lovell continued.	The Examination of William Savage continued.
Number of Deer.	That there are about 360 Head of Deer, of all Sorts, in Halesborough Walk, the exact Number he cannot ascertain.	That he cannot judge of the Number of Deer, but refers to the Master Keepers of the respective Walks.		That he cannot set forth the Number of Deer, but refers to the Keeper of Wakefield Walk.	That he cannot set forth the Number of Deer, but refers to the Return of Joseph Smith, Esquire, Lieutenant of the Forest, and Keeper of Sholebrook Walk.	The like.
Deer killed.	That 6 Brace of Bucks, and 6 Brace of Does, are Annually sent to His Majesty's Larder, but as to the Number of Deer killed Annually, on an Average, or by what Warrants or Authority, and for whose Use, he refers to the Lieutenant of the Forest and his Agent.					
Hay for the Deer.	That about 1,500 Weights of Hay, of the Value of 44 l. or thereabouts, is Annually provided for the Deer in Halesborough Walk, at the Expense of the Keeper.					
Increase of deer.	That as Incroachment is made on the Verts of this Forest in general, by the lower Class of People carrying away Acorns, to prevent which the Keepers have frequently applied to the neighbouring Justices, but can get no Redress.	That some of the Verts has been gathered and carried away, and in particular the Acorns, by the lower Class of People, for which he cannot find any Way of Redress.	That there is an Incroachment on the Verts of the Forest in general by the lower Class of People picking up Acorns; and the Keepers have applied to the neighbouring Justices to prevent them, but can get no Redress.	To the like Effect.	The like.	The like.
Right of Common.	That 15 Forest Towns and Hamlets have Right of Common (without Stone) on all the Commonable	As to the Parishes, Manors or Estates, having Right of Common of Pasture and Passage within				

	Parts of this Forest, whereof 6 are called In-Towns (viz.) Wanfield, Whitebury and Silverthorn, Potterbury, and Yordy Gohin, Pallenham and Dasebanger, and 9 are called Out-Towns (viz.) Syreham and Crofield, Pauerbury and Hestrescote, Grafton, Alderton, Wicker, Lillingthorpe Lovell, Wapeton and Stapton.	the Forest, he refers to the Master Keepers.	The same as William Verney.	The like as set forth by William Verney.	The like.	The like.
Cattle admitted.	That the Cattle admitted to depasture in the Forest are Horse and Cow Kinds only, all others are excluded.	That the Cattle admitted to depasture there, are Horse and Cow Kinds; Sheep, Affix, and Swine, are excluded.	The like as set forth by William Verney.	The like.	The like.	The like.
In-Towns turn in 5th April, take out 12th November; Out-Towns turn in 4th May, and take out 25th September.	That the In-Towns turn their Cattle into the Forest about the 5th of April, and take them out about the 12th of November; and the Out-Towns turn in their Cattle about the 4th of May, and take out about the 25th of September.	To the like Effect.	The like.	The like.	The like.	The like.
Fence Month and Winter Haining.	That no Notice is taken of the Fence Month by the Commission, but the Keepers look after the Dore in their respective Walks whilst Lemming has not Winter Haining has not been duly attended to by some of the In-Towns who pretend to have a Right during that Time.	That no Notice is taken of the Fence Month; and the Winter Haining has not been attended to, by some of the In-Towns who pretend to have a Right during that Time.	The like as George Taylor.	The like.	The like.	The like.

	The Examination of William Vandy continued.	The Examination of George Taylor continued.	The Examination of Thomas Oakley continued.	The Examination of W ^m Waterman continued.	The Examination of William Lovell continued.	The Examination of William Savage continued.
Hen Money.	That the Township of Syttham pays Yearly about 15 s. which is called Hen Money, and collected from House to House, and is divided between the Keeper and Page of Hallsborough Walk.	That the Keeper and Page Keeper of Hinger Walk gather jointly for their own Use what is called Hen Money from House to House of the Commoners of the Parishes of Paffenham; some pay One Shilling, others Six Pence each, at their Option, amounting in the whole to about Ten or Twelve Shillings Yearly.	That the Commoners in Part of Paulerspury pay an Acknowledgment to this Examinant as Keeper of the Gullet Lodge, amounting to about 16 s. per Annum, which is collected from House to House, and those in Grafton and Alderton, 4 s. 6 d. each, which is paid by the Constable.	That an Acknowledgment from the Commoners of Wicken, of 2 s. 4 d. per Annum, is paid by the Constable of Wicken to this Examinant as Page Keeper of Wakefield Walk.	That the Commoners in Part of Paulerspury, with Heathescore and Lillingston Dayrell pay an Annual Acknowledgment, which is called Hen Money, to the Amount of about 20 s. per Annum, which is divided between the Keepers of Sholebrook Walk.	The same as William Lovell.
Drift.	That the Method used to prevent forcharging the Forest by Commoners, or the Admission of Cattle of Strangers, is by a Forest Drift.	That the Method taken to prevent the Forest being forcharged by Commoners, or the Admission of the Cattle of Strangers, is by a Forest Drift, when the Cattle that are Commonable and branded pay One Penny for Horses, and One Penny for Cows for the Drift; and those that are not branded pay the like, with an Addition of 4 d. per Head. If any be found that have no Right of Common, a Fine is imposed upon them, seldom exceeding 10 s. per Head, and the Money is divided between the Keepers of the Walk where the Cattle are driven.	To the like Effect.	The like.	The like.	The like.

ACCOUNT of the Number of each Sort from each Parish, turned into the Forest of Whittlewood by the Commoners in the Year 1791.

Names of Parishes.	N ^o of Cattle.	Of what Kind.	In what Walks chiefly depasturing.
Potterisपुर्य —	43	24 Horses 19 Cows	Chiefly in Wakefield.
Yardley —	40	13 — 27 —	
Grafton —	4	4 — —	
Alderton —	41	20 — 21 —	
Lillingstone Lovell —	37	15 — 22 —	
Paulersपुर्य with Heathencote	148	48 — 100 —	Part in D ^r , & P ^r in Sholebrook.
Paffingham with Deanhanger	80	34 — 46 —	Chiefly in Hanger.
Wicken —	31	16 — 15 —	In Hanger, or Wakefield.
Whittlebury —	75	43 — 32 —	Chiefly in Sholebrook.
Lillingstone Dayrell —	48	15 — 33 —	
Whitfield —	25	4 — 21 —	
Syrefham with Crowfield	86	26 — 60 —	Chiefly in Haffeborough.
Wappenham —	56	19 — 77 —	
Slapton —	4	4 — —	
Silverston —	131	32 — 99 —	
Total	889		

Memorandum,

This Return is from the best Account we can collect of the Numbers of Cattle of each Sort from each Parish turned into the Forest of Whittlewood by the Commoners last Year, which we think near upon an Average the Stock turned in Annually: But as the Pasture upon the Commonable Parts of the Forest is some Years much better than others, the general Stock is uncertain.—Some Years a Common will turn in several, other Years few, or none, according as is most convenient to themselves, therefore the general Stock of Cattle, as we have before observed, is variable.

JN^o HAMMOND, Keeper of Haffeborough Walk.

W^m SAVAGE, Page Keeper of Sholebrook Walk.

CHA^s HEATH, Keeper, Wakefield Walk.

W^m TAYLOR, Keeper of Hanger Walk.

RUBⁿ CAPES, Keeper of Shrobb Walk.

Feb^r 10, 1792.

N^o 13.

The ANSWER of J. Frederick Willes, Esquire, One of the Verderors of the Forest of Whittlewood, to the Precept of the Commissioners of the Land Revenue, dated January 18th, 1790.

THE Duty of my Office in Whittlewood Forest is to inspect the Vert and Venison. I was appointed by the Freeholders of the County of Northampton; my Appointment is for Life. My Allowance is by no Means certain, but depends upon the Sale of Underwood. Since I have enjoyed the Office, which has been about Seven Years, I have never received Yearly more than Seventeen Pounds, or less than Nine Pounds. The only certain Fee I have is a Buck and a Doe. I occupy no Messuage or Lands belonging to the Crown, receive no Rents, nor make any Disbursements by virtue of my Office. No Timber is cut for Forest Officers, but to pay their Salaries; none of the Timber has been destroyed that I know of. The Poor in the Neighbourhood have trespassed to pick up Acorns, and upon the Keepers applying to Justices they could meet with no Redress. Fifteen Forest Towns and Hamlets have Right of Common on all the Commonable Lands of the Forest. Six are In-Towns, viz. Whitfield, Whittlebury, and Silverston, Potterisपुर्य, and Yardley Gobion, Paffingham and Deanhanger. Nine Out-Towns, viz. Syrefham and Crowfield, Paulersपुर्य and Heathencote, Grafton, Alderton, Wicken, Lillingstone Lovell, Lillingstone Dayrell, Wappenham and Slapton, without Strier. The Cattle admitted to depasture in the Forest are Horse and Cow Kind only, all others are excluded. The In-Towns turn in about the 5th of April, and turn out about the 12th of November. The Out-Towns turn in about the 4th of May, and take out about the 25th of September. No Notice is taken of the Fence Month by the Commoners, only the Keepers in their respective Walks look after the Does whilst they are fawning. The Winter Haining has not been duly attended to by some of the In-Towns, who pretend to have a Right during that Time. Syrefham pays Yearly about Fifteen

Fifteen Shillings, more or less, collected from House to House, which is called Hen Money, which Money is divided between the Keeper and Page of Hulseborough Walk. The Method used to prevent furcharging the Forest by Commoners, or the Admission of the Cattle of Strangers, is by a Forest Drift.

J. F. WILLES.

N^o 14.

The ANSWER of Humbo Rigby, Esquire, Purlicu Ranger of the Forest of Whittlewood, to the Precept of the Commissioners of the Land Revenue; dated 16th December, 1789.

MY Office in the Forest of Whittlewood is that of Purlicu Ranger, to hunt out and protect the King's Deer in the Purlicus. I was appointed by the Duke of Grafton, and my Warrant signed by the King. My Appointment is for Life. My Annual Salary is Twenty Pounds Seven Shillings and Ten Pence (Surveyor's Poundage deducted) and is paid by Mr. R. Capes, Deputy Surveyor. I have no other Fee or Emolument than a Buck and a Doe, I occupy no Messuage or Lands belonging to the Crown, receive no Rents, nor make any Disbursements, by virtue of my Office. I have no Allowance of Fuel Wood, or Timber for Repairs. I do not know of any Spoil, Waste, or Destruction having been committed of the Woods and Timber, nor of any existing Abuses injurious to the Rights of the Crown, in the said Forest. I can give no Answer to the Enquiries concerning the Right of Common on the Forest, the Times the Cattle are admitted, or when turned in, or taken out, or living within the Forest, nor having any Business to enquire into them.

H. RIGBY.

N^o 15.

GEORGE R.

WHEREAS Our right trusty and right entirely well-beloved Cousin and Councillor Augustus Henry Duke of Grafton, who holds to himself, and the Heirs Male of his Body issuing, the Office of Master of Our Forest and Parks of Whittlewood, in the Counties of Northampton and Bucks, did by a Writing under his Hand and Seal, dated the Ninth Day of March 1766, by virtue of the Powers vested in him by the Letters Patent or Grant under which he holds the said Office, appoint Humbo Rigby, Esquire, to be Purlicu Ranger of the said Forest; and We are graciously pleased to give and grant unto the said Humbo Rigby the like Salary and Allowances, in respect of his said Office, as are made and given to the Under Foresters there; that is to say,

To Money Yearly, a Salary of	—	—	—	£.	13	4
An Allowance in lieu of Twenty-two Loads of Wood, claimed Yearly by	—	—	—	—	19	16
an Under Forester there	—	—	—	—	—	—
				£.	21	9
					4	

Amounting altogether to the Yearly Sum of Twenty-one Pounds Nine Shillings and Four Pence: Our Will and Pleasure is, and We do hereby authorize and direct, that you issue your Warrant to the Surveyor General of Our Woods Trent South for the Time being to pay unto the said Humbo Rigby, or to his Assigns, out of such Monies as shall from Time to Time be and remain in the Hands of the said Surveyor General, arisen or to arise by Sale of Wood or Underwoods, the said Yearly Sum of Twenty-one Pounds Nine Shillings and Four Pence, in respect of the said Office, and in full of the Salary or Allowance aforesaid, the same to commence from the said Ninth Day of March, and to continue for so long Time as he shall continue to execute the said Office of Purlicu Ranger of the said Forest, or until we may think fit to give Our Orders to the contrary. And this shall be to you for so doing a sufficient Warrant. Given at Our Court at Saint James's, this Tenth Day of June, 1766, in the Sixth Year of our Reign.

By His Majesty's Command.

W^m DOWDESWELL,
J. CAVENDISH.
THO^s TOWNSHEND.

To the Commissioners of Our Treasury.

After

After our hearty Commendations: By virtue of the foregoing Warrant under His Majesty's Royal Sign Manual, bearing Date the 10th Day of June 1766, these are to authorize and direct you, out of such Monies as shall from Time to Time be and remain in your Hands, arisen or to arise by Sale of Wood or Underwood, to pay unto Humbo Rigby, Esquire, Purvis Ranger of Whitewood Forest, the Yearly Salary or Allowance of Twenty-one Pounds Nine Shillings and Four Pence, in respect of the said Office, and in lieu of all former Allowances whatsoever claimed by the Under Foresters there, as directed by the above-mentioned Warrant, which said Yearly Salary or Allowance of Twenty-one Pounds Nine Shillings and Four Pence is to commence from the Ninth Day of March last, and to be payable for so long Time as he shall continue in the Execution of the said Office of Purvis Ranger of the said Forest, or until His Majesty shall think fit to give His Orders to the contrary. And for so doing this shall be as well to you as to the Auditor, and all others concerned in passing your Accounts, for allowing the same thereupon, a sufficient Warrant.

Whitehall, Treasury Chambers, 12th Jun^y, 1766.

W^m DOWDESWELL.
J. CAVENDISH.
THO^s TOWNSHEND.

To our very loving Friend Sir Edm^d
Thomas, Bart. Surveyor General of
His Majesty's Woods, or to the Sur-
veyor General thereof for the Time
being.

N^o 16.

LIST of the Officers belonging to Whittlewood Forest, in the County of Northampton, with their Salaries and Allowances.

His Grace the Duke of Grafton	{	Lord Warden and Master Forester	—	Wakefield Great Lodge.
Joseph Smyth, Esquire,		Lieutenant and Keeper of Sholbrook Walk.	—	Sholbrook Lodge.
Charles Heath	{	Keeper under the Duke of Grafton of Wake-	{	Wakefield Little Lodge.
		field Walk		
Thomas Oakley	—	First Page Keeper of Wakefield Walk	—	Gullet Lodge.
William Waterman	—	Second Page Keeper of Wakefield Walk	—	Sunfield Lodge.
William Lovell	—	First Page Keeper of Sholbrook Walk	—	Maggos Moor Lodge.
Will ^{ts} Savage	—	Second Page Keeper of Sholbrook Walk	—	Lindshire Lodge.
John Hammond	—	Keeper of Hazleborough Walk	—	Hazleborough Lodge.
William Varney	—	Page Keeper of Hazleborough Walk	—	Blackhedges Lodge.
William Taylor	—	Keeper of Hanger Walk	—	Hanger Lodge.
Reuben Capes	—	Keeper of Shrobb Walk	—	Shrobb Lodge.
George Taylor	—	Page Keeper of Hanger and Shrobb Walks	—	Browofwood Lodge.
Joseph Smyth, Esquire	—	Woodward of the said Forest.		
Humbo Rigby, Esquire.	—	Ranger of the Park.		

Their Salaries amount to the Sum of £. 278. 6—and are Annually paid by the Deputy Surveyor of the Woods, in the Manner and Form expressed in the following Account, by Sale of scrubbed and decayed Trees, &c. cut down in the said Forest for those Purposes.

ANNUAL PAYMENTS.

	£.	s.	d.	£.	s.	d.
To his Grace the Duke of Grafton, as Master Forester	—	—	—	5	—	—
To the Deputy Master Forester, his Allowance for 33 Loads of Wood, at 10 s. per Load, by Treasury Order, 8th August 1713, confirmed by Treasury Order, the 20th April 1762	16	10	—			
To D ^r for making Hay	3	6	8			
				19	16	8
To Wages of the Under Forester or Keeper of Wakefield Double Walk Allowance of 10 s. per Load, in lieu of 44 Loads of Wood, per Treasury Order, 8th August 1713, confirmed by Treasury Order, 20th April 1762	3	6	8			
Additional Salary for D ^r , as per King's Warrant of the 14th September 1727, and confirmed by Treasury Order, the said 20th April 1762	4	13	4			
				30	—	—
To Wages of the First Page Keeper of Wakefield Walks Allowance of 10 s. per Load, in lieu of 11 Loads of Wood, as per Treasury Order, 8th August 1713, and confirmed by Treasury Order, 20th April 1762	5	10	—			
Additional Salary allowed to the First Page Keeper of Wakefield Walks, as per King's Warrant of the 14th of September 1727, and confirmed by Treasury Order the said 20th April 1762	6	6	8			
				12	13	4
To the like Wages, Allowances, and Additional Salary as above mentioned, to the Under Forester or Keeper of Sholbrook Walk; and under the same Warrants and Orders	—	—	—	30	—	—
These Sums are paid by me to Joseph Smyth, Esquire, Lieutenant of the Forest, and Head Keeper of Sholbrook Walk, who pays thereout the Wages of the Keeper and First Page Keeper of Sholbrook Walk						
				97	10	—
To Wages as Under Forester or Keeper of Shrobb Walk Allowance of 10 s. per Load, in lieu of 22 Loads of Wood, per Treasury Warrant, of the 8th of August 1713, confirmed by Treasury Order, the 20th April 1762	11	—	—			
Additional Salary allowed to D ^r , as per King's Warrant of the 14th September 1727, confirmed by Treasury Order, the said 20th April 1762	12	13	4			
				25	6	8

+

The

	£.	s.	d.	£.	s.	d.
The like Wages, Allowances, and Additional Salary to the Under Forester or Keeper of Hanger Walk — — — — —	—	—	—	25	6	8
The like Wages, Allowances, and Additional Salary to the Under Forester or Keeper of Shroth Walk — — — — —	—	—	—	25	6	8
To Wages as Page Keeper of Shroth and Hanger Walks — — — — —	—	16	8			
Allowance of 10 s. per Load in lieu of 11 Loads of Wood, as per Treasury Order, the 8th of August 1713; and confirmed by Treasury Order, the 20th April 1762 — — — — —	5	10	—			
Additional Salary allowed to D ^r , as per King's Warrant of the 14th September 1717; and confirmed by Treasury Order, the 14th April 1762 — — — — —	6	6	8			
				10	13	4
The like Wages, Allowances, and Additional Salary to the Second Page Keeper of Wakefield Walk — — — — —	—	—	—	12	13	4
The like to the First Page Keeper of Sholbrook Walk — — — — —	—	—	—	12	13	4
The like to the Second Page Keeper of Sholbrook Walk — — — — —	—	—	—	12	13	4
The like to the Page Keeper of Hazleborough Walk — — — — —	—	—	—	12	13	4
				236	16	8
Note.—The preceding Salaries and Allowances are due the 31st July in every Year.						
To Joseph Smyth, Esquire, Woodward of Whittlewood Forest, One Year's Salary, due at Lady Day — — — — —	—	—	—	20	—	—
To Humbo Rigny, Esquire, Chief Ranger of the Parlious of Whittlewood Forest, a Yearly Salary, due the 9th Day of March — — — — —	—	—	—	21	9	4
Total Annual Payments — — — — —	£.			278	6	—

REUBEN CAPES,
10th December 1790.

N° 17.

EXTRACT from a Survey, intituled,

"NORTHTON COM: A Survey, Estimate, and Value of his Ma^{ty} Tymber and Fyer-woods in the said Countye, S^rvayed, marked, and valowed, by W^m Salter and Henrye Thorpe, the First of January, A^o 1608, ut iq^u."

		Worth.	To be found.	Worth.
Whittlewood Forest	Tymber Trees of Oake	51,046	xxv. vij. lv.	5,100
	Tymber Trees of Ash	50	l.	211
	Decaying Trees	360	C. xxij. vj. viij.	360
	Coppices out of Lease	3,458 s	liij. xxxij. v. per Annum.	C. xxij. vj. viij.

We have measured the Coppices in Rockingham Forest at xxj Foote to the Pole, and all the rest at xvijth Foote, for that they are so usually sold.

The Tymber and decayinge Trees mentioned to be spared in the Forrests above named cannot wel be taken away, but at such Tymes as the Coppices shal be sold, for spoylinge the Underwoodes (except it be upon Heighwayes, Rydings, Plaines, and Walts.

William Salter & } S^rvayors appointed by the Right Ho. the Earle of
Henrye Thorpe. } Exeter and the Lo. Stanhope.

N° 18.

N^o 18.

ABSTRACT of Accounts of Timber felled for the Use of the Navy, within the Forest of Whittlewood, in the County of Northampton, from the Year 1772 to the Year 1786 inclusive (no Timber appearing to have been felled there for the Use of the Navy between the Years 1705 and 1772) taken from the Accounts of the Surveyor General, remaining in the Office of the Auditor of the Land Revenue.

R E C E I P T S.				D I S B U R S E M E N T S.			
	£.	s.	d.		£.	s.	d.
By Navy Bills for the Value of 3,140 Oak Trees felled for the Use of the Navy in the said Forest, from 1772 to 1786	6,000	14	10	Expences incurred in marking and felling the said Timber, and in the Sale of the Logs, Tops, and Bark thereof	230	16	5
By Sale of the Logs, Tops, and Offal Wood of the said Trees	1,530	4	—	Surveyor General's Allowance of 20s. per Day, for his Service, Attendance, and Riding Charges, in the Execution of Warrants for the felling the said Timber	97	—	—
The like of the Bark thereof	773	13	6	Surveyor General's Poundage on Monies received, at 12d. per Pound	477	2	—
The like of 335 Oak Trees, cut down in the said Forest for the Use of the Navy, but refused by the Purveyor, as unfit for Naval Use	614	11	6	Discount and Brokerage of Navy Bills	238	11	10
The like of the Bark thereof	67	13	6	Fees paid at the Treasury for Warrants and Entries, and to the Auditor for stating and ingrossing the Accounts, and Allowance to the Surveyor General, for the Charges in passing the same through the several Offices	294	18	—
				Balance of Navy Timber Account	£.	1,338	8 3
						7,646	9 1
	£.	8,986	17 4	Total	— £.	8,986	17 4

ABSTRACT of Accounts of Wood Sales, within the Forest of Whittlewood, in the County of Northampton, for Payment of the Salaries and Allowances of the respective Officers and Ministers of the said Forest, and for defraying the Expence of divers Works and Repairs there, and other Purposes, from the Year 1705 to the Year 1786 inclusive; taken from the Accounts of the Surveyor General, and Woodward, remaining in the Office of the Auditor of the Land Revenue.

RECEIPTS.			DISBURSEMENTS.		
	£.	s. d.		£.	s. d.
By Sale of 53,215 dotard and decayed Oak and Alb Trees, and 9 Elm Trees, felled in the said Forest, within the Period of this Account, together with the Bark, Lops, Tops, and Offal Wood thereof, the Sum of —	35,163	3 9	Expences incurred in the marking, setting out, sealing, measuring, valuing, and selling the said Timber, and the Bark, Lops, Tops, and Offal Wood thereof	378	18 11
By 210 Loads of Oak Timber delivered to his Grace the Duke of Grafton, in 1727 and 1729, for the Repair of Wakefield Lodge, &c. the Sum of —	420	—	Surveyor General's Allowance of 20 s. per Day, for his Service, Attendance, and Riding Charges, in the Execution of Warrants for the said Wood Sales —	1,631	—
By Sale of 43 Alb Trees felled by Lord Bathurst, in the Year 1739, under Presence of Right, but claimed and recovered for His Majesty, the Sum of —	18	6 —	Surveyor General's Allowance on Monies received, at 12 d. per Pound —	1,800	11 2
By Sale of the Lops, Tops, Offal Wood, and Bark of sundry Oak Trees used in Repairs within the said Forest —	185	5 9	Fees paid at the Treasury for Warrants and Entries, and to the Auditor for fixing and ingrossing the Accounts, and Allowance to the Surveyor General for the Charges of passing the same through the several Offices —	1,367	7 —
Note.—In the Years 1709 and 1710 a Quantity of Oak Timber, amounting to 480 Loads, was felled in this Forest, and delivered for Works at Blenheim and Woodstock, which Timber was valued at —	1,200	—	Paid the Officers and Ministers of the said Forest their respective ancient Salaries and Allowances, during the Period of this Account, at £. 138. 16. 8 per Annum, and for their Additional Salaries, amounting to £. 98 per Annum, from the Year 1727 to the Year 1786, making together in the Whole £. 136. 16. 8 per Annum, the Sum of —	16,031	14 4
Surplus of Disbursements £.	37,026	15 6	Paid the Woodward there his Salary of £. 20 per Annum, in lieu of Poundage, from the Buyers of Wood or Timber within the said Forest —	1,540	—
Total £.	37,974	16 10	Paid the Purlicu Ranger of the said Forest the Yearly Salary of £. 21. 9. 4, from the Time of his Appointment, in 1767, to 1786 inclusive, being 20 Years, the Sum of —	439	6 8
			Paid Reuben Capes, Deputy Surveyor there, his Salary of £. 25 per Annum, for 19 Years and 36 Days —	477	9 4
			Paid for divers Works and Repairs at the several Lodges, Bridges, Drains, Sloughs, and Penees, in the said Forest, within the Period of this Account —	9,398	9 4
			Paid to his Grace the Duke of Grafton, Warden of the said Forest, by virtue of His Majesty's Sign Manual, dated the 14th Day of January 1747, as of His Majesty's Free Gift and Royal Bounty —	2,000	—
			To 210 Loads of Oak Timber delivered to his Grace the Duke of Grafton, in 1727 and 1729, for the Repair of Wakefield Lodge, &c. —	420	—
			Paid to his Grace the Duke of Grafton, to be by him applied towards re-building the old Part of the said Lodge, pursuant to a Warrant dated the 6th of July 1770 —	2,090	—
			Total — — —	13,818	9 4
				37,974	16 10

N^o 20.

An ACCOUNT of Timber felled in the Forest of Whittlewood for the Use of the Navy, between the Year 1786 and the End of the Year 1790.

Year.	Number of Trees felled.	Quantity in Square Measure.		Gross Produce of the Logs, Tops, Bark, and refuted Trees.		
		Logs.	Pest.	£.	s.	d.
1787	561	608	13	453	4	—
1788	409	500	21	436	16	6
1789	482	501	2	604	5	6
1790	852	917	33	Account not as yet received from the Deputy.		

Note. This Account was wrote for three Times ago, and again on the 20th and 21st Instant.

An ACCOUNT of all other Trees felled in the Forest of Whittlewood, between the Year 1786 and the End of the Year 1790.

Year.	Dated and decayed Oak and Ash Trees for Payment of Officers Salaries, &c.		Gross Produce, by Sale of the Trees, Logs, Tops, and Bark.		
			£.	s.	d.
1787	395 Oaks	}	369	6	3
	136 Ash				
1788	311 Oaks	}	409	10	10
	44 Ash				
1789	329 Oaks	}	295	14	7
	95 Ash				
1790	12 Ash	}			
	Account not as yet rec ^d from the Deputy.				

Note. This Account was wrote for three Times ago, and again on the 20th and 21st Instant.

JOHN ROBINSON,
Surveyor General of Woods, &c.
23d March 1791.

Gentlemen,

N^o 41 Charing Cross,
4th April 1791.

SINCE my Letter to you of the 23d March last, inclosing so you, at your Request, an Account of Timber felled in the Forest of Whittlewood, for the Use of the Navy, between the Year 1786 and the End of the Year 1790; and an Account of all other Trees felled in the said Forest, in the same Period; in which Accounts the Year 1790 could not be completed for want of the Deputy's Account not being then delivered in, I beg Leave to inform you, that I have this Day received an Account from my Deputy, whereby it appears, that the Gross Produce of the Logs, Tops, Bark, and refuted Trees, felled for the Navy in the Year 1790, amounted to the Sum of £. 815. 9s. 11d.—And that 965 dated and decayed Oak, and 139 Ash Trees, were felled in the said Forest, for Payment of Officers Salaries, &c. which produced by Sale thereof, and of the Logs, Tops, and Bark, the gross Sum of £. 363. 3s. 2d.

I am,

Gentlemen,

Your most obed^t humble Serv^t,

JOHN ROBINSON.

The Commissioners
of the Land Revenue.

Whitewood Forest.
Surveyed by Mr. John Coofs and Ruben Capra,
with proper Admittance.

RUNSM CAPES.

Number of Hospital Tows.

Cuba	—	6,455	Total	= $\frac{6,455}{27,647}$ = 23%
Asia	—	2,381		

531

N^o 22.

AFTER Our hearty Comendacions. Whereas you, y^e Surveyor Generall of their Ma^{ties} Woods on this Side Trent, did in your Prefement of y^e 8th Instant (amongst other Things) set forth, that in the Forrest of Whitlewood, in y^e County of Northampton, there are great Quantities of Pollard and decayed Trees fit onely for Cowary Uses and Firewood, and that you conceived it would be for their Ma^{ties} Service to cause Sales thereof to be made Annually, not exceeding y^e Value of One thousand Pounds in any One Year: That there are severall Walkes and Lodges in y^e s^d Forrest, in respect whereof y^e Keepers or Pages do claime great Quantities of Fuell Wood, which are usually taken without any Assignment, & thereby many Thousands of good Trees are lopped & polled, & sometimes topped, w^{ch} is y^e Occasion that so many become dotard & decayed, & that you have forbid y^e Keepers to commit any of the like Spoiles for y^e future, or take any Firewood excepting such moderate Quantities as may be spared from old Trees that have been formerly lopp, and such onely to be taken by Assignm^t of the Woodward or his Deputy, with some of the Regard, & not otherwise: And have therein further certified, that (the Revenue of y^e Coppices in y^e s^d Forrest of Whitlewood being granted away, and the Timber Trees onely reserved to y^e Crowne) it is convenient y^e s^d Coppices should be carefully surveyed every Year before any of them be cut; and that where the Growth of the Underwood will admit thereof, so many Trees may be sown and markt up as are fit to grow to Timber, & given in Charge to y^e Woodward & Keeper of the Walke: And have therein also proposed that no Trees for Gates, Ralles, &c. be felled for enclofing of the said Coppices, untill a Certificate be returned by you or y^e Surveyor for the Time being of such Survey taken, & also of what old Trees are fit to be cut. All which his Ma^{ty} having been pleased to approve of, these are, pursuant to their Ma^{ties} Letters of Privy Scale in this Behalfe, bearing Date the 23th of this Instant April, to direct & authorize you the s^d Surveyor Gen^l now being, and y^e Surveyor for the Time being, in y^e P^{re}sence & with the Assistance of some of the principall Officers of y^e s^d Forrest of Whitlewood, to cause so many Pollard or decayed Trees as aforesaid (not being any of those that are or may be in any wise fit for Shipp Timber) to be felled & cut down at reasonable Times within the said Forrest, & sold Yearly, as by the Sale thereof shall or may raise any Sume not exceeding One thousand Pounds ~~per~~ Ann, for so long Time as the same may be done without P^{re}judice to y^e said Forrest, or that Orders be given to y^e contrary: And also that you y^e s^d Surveyor Gen^l now and for y^e Time being doe take Care that y^e Orders lately given by you y^e said Surveyor to the Keepers of the said Forrest as aforesaid, touching their Browie & Fuell Wood, be duly comply'd with, and that y^e Regulations for felling the said Coppices, &c. be likewise duly observed.

And whereas in y^e said Prefement of y^e said Surveyor Gen^l is inteyned, That in y^e Forrest of Salfey, in y^e said County of Northton, the Revenue of y^e Coppices therein are all granted from the Crowne (the Timber Trees onely excepted) and y^e immoderate Browing in y^e s^d Forrest, & Firewood taken by the Keepers there, is very prejudiciall to their Ma^{ties} Woods therein; and you did therefore, That as to y^e cutting of the Coppices Yearly, and Allowances for Browie & Firewood, this Forrest, and the Keepers thereof, might be under the like Regulations as are above proposed & directed for Whitlewood aforesaid: That y^e Three Keepers Lodges are very old, and much out of Repaire, & to make the same conveniently habitable would require at least Sixty Pounds for each of the said Keeper's Lodges, & Twenty-five Pounds for y^e Page Keeper's Lodge; and that the Charge thereof might be defrayed by Sale of some of the old & most defective Trees in the said Forrest of Salfey; and also, that the Keepers, after such Reparacions made, should enter into Bonds to keep the said Lodges, at their owne Expences, in good & sufficient Repaire during their Abode therein, which his Ma^{ty} having also approved of, These are, by virtue of y^e s^d Letters of Privy Scale, to authorize and direct you, y^e Surveyor now being, and y^e Surveyor for the Time being, to take Care that the Keepers of y^e s^d Forrest of Salfey doe observe in the like Orders for Browie & Fuell Wood as is above ordered and directed for Whitlewood Forrest; and that y^e cutting of y^e Coppices therein be under the same Regulation with those of Whitlewood: And you y^e s^d Surveyor, now and for y^e Time being, are hereby further authorized & directed, in the P^{re}sence & with y^e Assistance of some of the principall Officers of y^e said Forrest of Salfey, to sell, or cause to be felled & cut down, and to their Ma^{ties} best Advantage, so many of the old and most defective Trees in the said Forrest of Salfey (not being such as are or shall be fit for Shipping) as by y^e Sale thereof will raise the Sume of One hundred and Eighty Pounds towards repairing the Three Keepers Lodges; and also the Sume of Twenty-five Pounds for Repaire of the Page Keeper's Lodge there; and that you expend y^e same in repairing the said Lodges, and take Bond from the said Keepers respectively for maintaining the same so repaired during their Abodes therein as is above proposed: And lastly, you the said Surveyor are hereby directed to receive all y^e Moneys arising by the Sales aforesaid, and to pay the same into the Receipt of y^e Excheq^r (except such Part thereof as is directed to be expended in the said Repaire); and you are also to render an Acco^t of your Proceedings herein before

before their Ma^{ty} Auditor of the said County, as often as you shall be there unto required, and least Once in every Year. And for so doing this, being first entered with the said Auditor, shall be your sufficient Warrant. Whitehall Treasury Chambers, the 30th Day of Aprill 1690.

JOHN LOWTHER,
STEP. FOX,
T. PELHAM.

To Our very loving Friend
Philip Ryley, Esq^r, Surveyor
Genall. of their Ma^{ty} Woods
Trent South.

Land Revenue Office,
Scotland Yard,
6th February 1792.

CHA^s MIDDLETON,
JN^o CALL,
JOHN FORDYCE.



T H E N I N T H
R E P O R T
O F T H E
C O M M I S S I O N E R S

A P P O I N T E D T O E N Q U I R E I N T O

The S T A T E a n d C O N D I T I O N

O F T H E

W o o d s , F o r e s t s , a n d L a n d R e v e n u e s

O F T H E

C R O W N ,

A N D T O S E L L O R A L I E N A T E

F e e F a r m a n d o t h e r U n i m p r o v e a b l e R E N T S .

D a t e d 6 t h F E B R U A R Y 1 7 9 2 .

Ordered to be printed 13th February 1792.

THE UNIVERSITY OF CHICAGO

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To the Honourable the Knights, Citizens, and Burgeſſes, in
Parliament aſſembled.

The NINTH REPORT of the Commiſſioners appointed to enquire into the State and Condition of the WOODS, FORESTS, and LAND REVENUES of the CROWN, and to ſell or alienate Fee Farm and other Unimproveable RENTS.

THE Forest of Rockingham is ſituated in the Northern Part of the County of Northampton, and is eſteemed to have been antiently one of the largeſt Forests in the Kingdom.

In a Perambulation dated 14th of Edward the Firſt, it is deſcribed to extend from the Town of Northampton to Stamford, being in Length about Thirty-three Miles, and from the River Nene, on the South Eaſt, to the Rivers Welland and Maidwell, on the North Weſt, being a medium Breadth of about Eight Miles. But on a ſubſequent Perambulation, in the 27th of the ſame King, thoſe Limits were much contracted, by the Reduction of many new Afforeſtations which had been made after the Acceſſion of Henry the Second. In the 13th of Charles the Firſt (near 340 Years afterwards) an Attempt was made, by a new Perambulation, to revive the extenſive Limits deſcribed in that of the 14th of Edward the Firſt; but the Bounds of the Forest were finally ſettled by an Inquiſition taken 27th September, in the 17th of Charles the Firſt, in purſuance of an Act of Parliament paſſed in the preceding Year, by which it was enacted, That the Meets and Bounds of the Forests ſhould be the ſame as they were commonly known and reputed to have been in the 20th Year of King James the Firſt.

This Forest conſiſts of Three ſeparate Diſtricts, called the Bailiwicks of Rockingham, Brigbtock, and Clive or Cliff, ſituated at the Diſtance of Two to Four Miles from each other. Their Bounds are minutely deſcribed in the Inquiſition or Perambulation of 17th of Charles the Firſt, of which a Copy is annexed to this Report, and each Bailiwick is divided into ſeveral Walks, the Keeperſhips of which are held in Fee, by the Officers under named; viz.

A. D. 1286.
In the Chapter Houſe,
Wetherſton.

1399.
In the Tower:

1518.
Ibid.

1643.
16 Char' I. C. 26.

Appendix, N^o 1.

Rockingham

<u>Bailiwicks.</u>		<u>Walks.</u>		<u>Foresters or Keepers.</u>
Rockingham	{	The Lawn of Benefield	- - -	{ George Finch Hatton, Esquire.
		The West Bailiwick, or West Walk	- - -	
		Gretton Woods, and Little Weldon Woods	- - -	
		Weedhaw and Thornhaw	- - -	
		Corby Woods	- - -	
Brigstock	{	Geddington Woods	- - -	Disafforested.
		Farming Woods	- - -	Earl of Upper Offory.
Clive or Cliff	{	Welthay	- - -	Earl of Exeter,
		Moorhay	- - -	{ Earl of Westmorland.
		Sulehay Farms and Shortwood	- - -	

31 August.
1 Jan. 1.

10 July.
4 Jan. 1.

25 July.
5 Jan. 1.

1 May.
27 Jan. II.

The Three Bailiwicks were formerly under the Superintendence of One Warden, or Master Forester, of the whole Forest; which Office was granted in the 1st of James the First to Thomas Lord Burleigh, for Three Lives. Charles the First divided, or rather abolished that Office, and constituted Three Master Foresters of separate Districts. The Master Forestership of Rockingham Bailiwick, with Geddington Woods, was granted, in the 4th of Charles the First, to Edward Lord Montagu, for Three Lives; but we have not found any subsequent Grant of it: That of Cliffe Bailiwick was granted in the 5th Charles the First to Trustees for Mildmay Earl of Westmorland, for Three Lives, and is now held by the present Earl of Westmorland on the same Tenure: And that of Farming Woods, the Patent for which was not sued out in that Reign, was granted in the 27th of Charles the Second to Sir John Robinson, for Three Lives, and is now held by the Earl of Upper Offory.

Swanmote Rolls in the
Tower.

The other Officers of this Forest, in the Reigns of James the First and Charles the First, besides the Warden, were a Lieutenant, Four Verderors, a Ranger of the Forest, and Under Ranger of each Bailiwick, a Bow Bearer, Master Keepers, and Under Keepers of the respective Walks, and Twelve Regarders for each Bailiwick, besides Woodwards and Under Woodwards. One Court of Swanmote was held for the Two Bailiwicks of Rockingham and Brigstock, and another for the Bailiwick of Cliffe.

But since the Abolition of the Office of Warden, and the Discontinuance of the Forest Courts, of which none appear to us to have been held for this Forest since the Reign of Charles the First, the Forest has been principally under the Care of the Hereditary Keepers; and the Three Bailiwicks have been wholly unconnected in respect to their Government or Management. The Election of Verderors is still continued, though their Office is become little more than nominal.

Appendix, N° 2.

A very considerable Part of the Woods and Lands in all the Three Bailiwicks heretofore belonged to the Crown; but the greatest Part of those Possessions have been granted in Fee. It appears, however, that the Crown still retains, within the Limits of the Forest, the Manors of Brigstock and King's Cliffe, mentioned in the Schedule of demised Estates annexed to our First Report; the Right to feed, and Protection for the Deer, and other Forestial Rights; the Lodges, with the Lawns and other Lands, possessed by the Hereditary Officers of the Forest, in Right of their several Offices, subject to such Interest as those Officers have in them by virtue of the Grants under which they are held; the Soil of the open Ridings, Plains, and other uninclosed Lands, not granted in Fee, subject to the Feed of the Deer, and the Cattle of the Commoners; and the Oak Trees of a certain Description within the Walk of Sulehay Farms, and Shortwood, as will be more fully stated in the subsequent Part of this Report.

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We have not thought it necessary to have an Admeasurement and Plan taken of any Part of this Forest; but in order that the Rights of the Crown, and the Grantees of the Hereditary Offices, may be the better understood, and the Legislature enabled to judge what Measures may be expedient to be adopted respecting the Forest, we shall give a short Account of the Contents of each Bailiwick, and a Statement of the Grants under which those Offices are held, beginning with

ROCKINGHAM BAILIWICK.

The Bailiwick of Rockingham comprises divers extensive Woods in the Parishes of Cottesingham, Middleton, Great and Little Oakley, Gretton, Little Weldon, and Corby, reputed to contain about 3,500 Acres, a large open Plain called Rockinghamshire, and several smaller Plains, containing together about 560 Acres, and an inclosed Lawn, called Benefield Lawn, containing about 384 Acres.

Appendix, N^o 3.

The Woods and Plains within this Bailiwick belong to the Earls of Harcourt and Cadogan, Lord Sondes, George Finch Hatton, Esquire, and other Proprietors; and are subject to the Feed of the Deer, and Commonable to the adjacent Towns and Parishes.

The Lawn of Benefield, and the Keeperships of the several Walks, are held by Mr. Hatton, by virtue of a Grant in Fee to Sir Christopher Hatton, in the 15th. of Queen Elizabeth of The *Custody* of her Lawn of Benefield, and the Office of Page and Groomkeeper of that Lawn, and of her Deer within the same; the Offices of Keeper of the Outwoods called Thornhawe, Woodhawe otherwise Wadehawe, and Corby Woods, and of Gretton Woods and the West Bailiwick, within the Bailiwick of Rockingham, the *Custody* and Governance of the Deer within the said Lawn, Woods, and Bailiwicks; and all Wages and other Profits thereto belonging; and the House called the Lawn Lodge; but reserving Power for the Warden of the Forest to occupy the same, so long as he should remain there to superintend the Forest, and not otherwise: And also the Herbage and Pannage of the said Lawn of Benefield, with divers Privileges and Powers mentioned in the Grant, of which a Copy is annexed to this Report; and the Grantee covenanted to pay all Keepers Fees, and perform all necessary Repairs of the Premises for ever.

5 July.
25 Eliz.Appendix, N^o 4.

The Lawn of Benefield is a Tract of Pasture Land in the Nature of a Park, inclosed and set apart for the Feeding of the Deer, and not subject to any Right of Common. The Grant of the Herbage and Pannage thereof entitled the Grantee to the Surplus Herbage above what might be necessary for the Sustenance of the Deer; and it appears to have been possessed in that Manner by the Hatton Family until about the Year 1718, when Lord Hatton presented a Petition to the King, representing that the Lawn produced no Profit to the Crown, except a small Number of Deer, and praying a Grant to disafforest the same.

17 Aug. 1719.

N^o 5.

In Consequence of that Petition a Commission was issued under the Great Seal, and an Inquisition taken on Oath, by which it was found that the said Lawn contained 237 Acres of Pasture Land, Forest Measure, (which at 21 Feet to the Pole is equal to about 384 Acres Statute Measure) "And that the Issues and Profits Annually accruing to the King from every Acre thereof (Forest Measure) were of the clear Annual Value, beyond Repriests, of Four Pence, and no more."

14 April 1720.

And in the following Year a Grant was made to Henry Hoar, Esquire, in Trust for Lord Hatton, of "All the Annual and other Issues and Profits accruing to the Crown out of the said Lawn," for a Term of 31 Years from the Date, under a Rent of £. 3. 19.—per Annum, being the Amount of the estimated Value of Four Pence per

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Acre,

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Acre; with Clauses, authorizing the Grantee to inclose the Lawn with Hedges and Ditches, and convert it to Tillage or any other Uses; and declaring that it should, during that Term, be wholly disafforested; and that the Grantee should hold it free from all Custody and Depasturation of Deer and Wild Beasts whatsoever, by the King, or any claiming under him.

This Grant expired in the Year 1751, and has not been renewed; but the Rent of £. 3. 19 s. was paid to the Crown until the Year 1783, and was then discontinued.

Mr. Hatton informs us that the Powers given by this Grant to cultivate the Lawn, were not carried into Effect, it being found of more permanent Value remaining as Pasture Land. The Lawn, however, has been divided, and fenced with Quick-set Hedges; and is stocked with Cattle and Sheep, by Mr. Hatton's Tenants, but the Deer are not excluded.

We are not enabled to state what Stock of Deer are kept within this Bailiwick, nor how many are Annually killed; nor are we informed what Keepers are employed, or what Wages, or other Charges are paid by the Grantee, Mr. Hatton having declined answering our Enquiries on those Subjects.

The Number of Deer supplied from thence for the Use of the Crown, has been different at different Periods.—In 1614, Eight Bucks were served for the Use of the Royal Household, and Four for other Persons by Warrants of the King; in 1661, the Numbers were Eight Bucks for the King's Use, and One for the Master of the Household, and in 1704, Five Brace and a Half of Bucks, and the like Number of Does, of which One Brace were served from the Lawn of Benefield; but on the temporary Disafforestation of the Lawn, in 1720, that Supply was discontinued, and no Deer have since been served from thence, though the Grant has been expired more than Forty Years, and the Payment of the Rent is discontinued. The Supply was, consequently, reduced to 4½ Brace, which are the Numbers still sent from this Bailiwick to the Royal Larder, besides which, Mr. Hatton informs us, there are Annually supplied,

No 7.

	Bucks, Brace.	Does, Brace.
To the Chief Justice in Eyre, and his Secretary (One each) - -	1	1
To the Deputy Lieutenant of the Forest - - - - -	2	2
To the 4 Verderors, Two Brace each - - - - -	8	8
Which, with those now served for the Use of the Household, being - - - - -	4½	4½
Make the whole Number supplied for the Use of the Crown, and the Forest Officers - - - - -	15½	15½

We have been the more particular in stating the Number of Deer which have been served for the Use of the Crown, and the Authorities from which our Information is derived, purposely to shew that the Numbers have varied at different Periods, contrary to an Opinion of Mr. Hatton, who supposed the Number to have been uniformly the same as it now is, from the Date of the Grant in 25th Elizabeth; and inferred from thence, that the Claims of the Crown were limited, by that supposed Usage, to the present Supply of 4½ Brace of Bucks, and the same Number of Does.

BRIGSTOCK

BRISTOCK BAILIWICK.

This Bailiwick, which is the least of the Three Divisions, comprehends that Part of the Town and Eight of Geddington, which lies to the North of the River Ise; certain Woods called Geddington Woods, containing about 700 Acres; the Town and Part of the Fields of Brigstock; the Woods called Farming Woods, containing also about 700 Acres, and a Lodge called Farming Woods Lodge, with an inclosed Lawn adjacent to it, said to contain about 200 Acres.

Appendix, N° 8.

The Coppices in Geddington Woods and Farming Woods were granted in Fee in the Reign of Charles the First, and now belong to the Earls of Cardigan and Upper Offory. The Manor of Brigstock, as we have before observed, is held under Lease from the Crown.

Brigstock Bailiwick contains the Two Walks of
Geddington Woods and
Farming Woods.

The Keepership of Geddington Woods Walk was granted in the 3d of Charles the First to Edward Lord Montagu in Fee, and that Walk remained Part of the Forest until the Year 1676, when Lord Montagu presented a Petition to Charles the Second, reciting the Grant of the Coppices from Charles the First, reserving the Herbage for the Feed of the Deer, and all Mines; and also the Grant of the Keepership in Fee; and representing that "besides the Herbage and Mines excepted by that Grant, *there were still remaining to His Majesty the Deer, the Lodges, a little Lawn of Ten Acres in Severalty, and the Ridings and Plains which were Commonable;*" and praying the King to grant to him the Game of Deer, and the Lodges, Lawns, Ridings, and Plains; and that "the same, together with the Woods and Coppices, might be turned into a free Chase, and granted to him and his Heirs, discharged from the Forest and Forest Laws."

26 Feb. 3 Chs. I.

In consequence of that Petition, and after an Examination of the Nature and Value of the Grant had been made by the Order of the Lord Treasurer, by Sir Charles Harbord, then Surveyor General of the Crown Lands (who reported "that the Lodges, Lawn, Ridings, and Plains, together with the Game of Deer, were still in the Crown, that the Lodges and Lawn did not contain above 13 Acres of Ground inclosed and in Severalty, and the Ridings, Plains, and Roads within and between the Woods and Coppices, not above 190 Acres of Commonable Ground, wherein His Majesty had only the Right of Soil, and Feeding for His Deer") a Grant was made to the said Lord Montagu, his Heirs and Assigns, for ever, of the whole Walk of Geddington Woods, with the Ground and Soil thereof, and the Lodges, Clofes, inclosed Lawns, open Plains, and Ridings; and all Deer, and Wild Beasts whatsoever, and declaring that the said Walk should be a *free Chase* in itself for the keeping of Deer, distinct from the Forest of Rockingham, and be wholly disafforested for ever.

Appendix, N° 9.

17 January.
28 Chs. II.

After the passing of that Grant, we apprehend the Crown had no farther Rights remaining in Geddington Walk.

The Office of Page or Groom Keeper of Farming Woods Walk was granted in Fee, in the 3d of Charles the First, to John Lord Mordaunt, afterwards Earl of Peterborough, and is now held by the Earl of Upper Offory.

25 February.
3 Chs. I.
N° 10.

Lord Offory also holds, by virtue of a Grant for Three Lives, the Offices of Master Forester of Farming Woods, and Supervisor of the Vert and Venison, Receiver of all Fines and Amerciaments for Offences within the same, and Receiver of all Rents called Cattleward Reuts, the Office of Bailiff of Brigstock, except of Geddington Woods, with the Herbage and Pannage of the Lawn called the

the New Lawn* of Farming Woods, the Hundred of Oringbury and Mellesey, and the Profits and Rents of Sheriff's Aid: The Offices of Steward and Bailiff of that Hundred, and all Courts Leet, View of Frankpledge, and Sheriff's Turn within the same; and all Amerciaments, Fines, Privileges, Jurisdictions, and Emoluments, Goods and Chattels of Felons, Fugitives, Felons of themselves, and Outlaws, Waifs, and Strays, arising within the said Hundred; and there are granted to him the Wages of £. 3. 6. 8. per Annum, for the Execution of those Offices, and 3 d. per Day for the Ranger's Fee, to be paid out of the Issues and Profits of the Lands and Rents of the Forest and Castle of Rockingham, and the Castleward Rents; with Power to appoint a Ranger within Farming Woods, and a Clerk or Steward of the Swanmote Court, to be held there; and there is a Clause in the Patent granting to the Master Forester, for the Exercise of the Offices of Keeper and Supervisor of Vert and Venison, all Deer-fallen Wood, Wind-fallen Wood, Vermin Trees, and Cop-pice Hedges within Farming Woods aforesaid.

22 August 1772.

This Office was first granted, as we have before observed, in the 27th of Charles the Second, to Sir John Robinson, Bart. for Three Lives. It has since been renewed to the successive Possessors of Farming Woods; and was last granted, in the Year 1772, to the Earl of Upper Offory for 99 Years, if the then Earl Gower (now Marquis of Stafford) Lord Offory, or Richard Fitzpatrick, Esquire, should so long live.

Appendix, N^o 11.

Lord Offory has, with the utmost Candour, communicated to us his Ideas of the Profits on the One Side, and the Expenses on the other, resulting from the Possession of the Offices he holds, and the Existence of the Forest Rights, as they stand at present.

The Stock of Deer kept there enables Lord Offory to kill Annually
34 Bucks and as many Does; of which Number there are served for
the Use of the Royal Household, by Warrants from the Board of
Green Cloth — — — — —

To One of the Verderers of the Forest — — — — —

And there is a Claim of another Composition Venison allowed to the
Proprietors of neighbouring Grounds and Parishes, for Liberty to
hunt back the Deer, without which Permission, it is said, the Stock
could not be supported — — — — —

Remaining at the Disposal of Lord Offory — — —

Bucks.	Does.
4	4
1	1
8	8
13	13
21	21
34	34

Estimated Value thereof in Money.

21 Bucks, at £. 4. each	—	—	—	£. 84	—	—
21 Does, at £. 1. 10 each	—	—	—	31	10	—
				£. 115	10	—

* Note. In the more ancient Grants of this Heritage and Passage, the Expression is, "Herbage et *Paragium de la Land, vocat' the New Land de Farming Woods;*" which in the modern Grants has been rendered, "the Land called the New Land of Farming Woods." But the Words *Lands, Lewards, and de Land or Lewds*, are used in Forest Records to signify a *Lawn*: Vide the Grants of the Keeperships of the Lewards of Bensfield, Moorhay, and Welshay, in the Appendix, N^o 4. 13. 15.

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Expences attending the Keepership.

Keeper and Under Keeper's Wages, at the lowest	—	—	£. 50	—	—	per Annum.
Keeper's Lodge, Repairs, and Taxes	—	—	20	—	—	
Prosecutions of Deer Stealers, and other Incidental Charges	—	—	10	—	—	
Hay for the Deer	—	—	—	45	—	
			£. 125	—	—	

The Expences therefore exceed the Profits of the Keepership, by about £. 9. 10. per Annum.

The Office of Receiver of Fines and Amerciaments, for Offences in Farming Woods, and that of Bailiff of Brighthelm, produce nothing. As Receiver of Castle Ward Rents, his Lordship receives Annually £. 7. 8. 6.

The Profits of the Hundred of Orlingbury and Mellesey, consist of Rents called Sheriff's Aid, amounting Annually to £. 6. 17. 6, collected with Difficulty, and the Expences of Collection, and of holding Courts, equal to the Value.

The Wages or Fees of £. 3. 6. 8 per Annum, and 3d. per Day, directed to be paid out of the Revenues of the Forest and Castle of Rockingham, are never paid.

The Profits of Lord Ossory's Grant appear therefore, from his own Account, to stand thus:

Profits by Castle Ward Rents	—	—	£. 7	8	6
Loss by Keeperships	—	—	9	10	—

But in this Statement nothing is reckoned for the Value of the Lawn of Farming Woods, which is held by Lord Ossory as Hereditary Keeper; nor for the Herbage and Pannage of that Lawn, which is granted by the Patent for Three Lives.

CLIFFE BAILIWICK.

This is the largest Division of the Forest, and comprehends Four extensive Tracts of Wood Land, namely, Westhay Woods, belonging to the Earl of Essex; Moorhay Woods, belonging to the Earl of Westmorland; Earl's Woods, in Moorhay Walk, the Property of the Reverend Abraham Blackborne and others; and Sulehay Woods, belonging also to the Earl of Westmorland, except the Timber of a certain Description hereafter specified. Those Woods, with the open Plains and Wastes adjoining, and Two inclosed Lawns, called Moorhay Lawn and Sulehay Lawn, held by Lord Westmorland, in Right of the Keepership of those Walks, contain together, according to the annexed Extract from an ancient Survey of this Bailiwick, about 4,582 Acres, Statute Measure. The Town and Fields of King's Cliffe, except Cliffe Park, and Parts of the Towns and Fields of Duddington, Apethorpe, Newton, Naffington, and Yarwell, are also comprised within the Limits of this Bailiwick, but the Woods and Lands above mentioned are the Parts which are chiefly subject to the Hunt and Feed of the Deer.

Appendix, N^o 12.

The Bailiwick of Cliffe contains the Three Hays or Walks before named; viz.

Westhay,
Moorhay, and
Sulehay Farms, and Shortwood.

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The

and Fees of the Master Forester, £. 3. 6. 8. a Year; for the Ranger, 30s. a Year; for the Keepers of each of the Walks, 11s. per Day; and for the Steward of the Swanemote Court, 25s. a Year; which are directed to be paid out of the Revenues of the Castle and Forest of Rockingham: There are also granted to the Master Forester, as Supervisor of the Woods, all Deer-fallen Wood, Wind-fallen Wood, Vermyn Trees, and Coppice Hedges, within the said Bailiwicks and Walks.

These Offices of Master Forester of Cliffe Bailiwick, &c. were first granted separately, in the 5th of Charles the First, as mentioned in the former Part of this Report, to Trustees for the then Earl of Westmorland, for Three Lives; and have since been successively renewed to the Westmorland Family to the present Time. The last Grant was made in the Year 1776, to the present Earl of Westmorland, for the Lives of himself, and of the Honourable Thomas Fane and Henry Fane.

4 June 1776.

On comparing this Grant with the other Grants of Offices and Rights, in the Bailiwick of Cliffe, it appears that it purports to convey to the Master Forester Powers and Advantages which have long been transferred from the Crown. It gives him the Power of appointing a Keeper of Westhay Walk, which is held in Fee by the Earl of Exeter; and Keepers of the several Walks in Moorhay, held by the Earl of Westmorland himself, on the same Tenure. It grants the Perquisites of Deer-fallen Wood, Wind-fallen Wood, Vermyn Trees, and Coppice Hedges, in Woods and Coppices long since granted away, and Wages for the Keepers of all those Districts, from which the Crown was exonerated, on granting the Offices in Fee; and it charges the Payment of those Fees and Wages on the Revenues of the Castle and Forest of Rockingham, which are also granted in Fee.

These Inconsistencies may perhaps have arisen from adhering too closely to the Forms of ancient Grants, made at a Time when those Offices and Privileges were in the Disposal of the Crown: But from the Changes which have taken Place in consequence of subsequent Grants, the Office of Master Forester of this Bailiwick seems to have become of little Value; and none of the Salaries granted by the Patent are ever paid.

After the passing of the Grants of the Keeperships of Sulehay and Moorhay, the Crown received Supplies of Deer from both Districts, probably with no material Variation in the Number, until the Year 1719. In 1661 and 1704, the Numbers served were Four Brace of Bucks, and the same Number of Does; and in 1718, the Number of Bucks sent to the King's Larder, was stated by the then Earl of Westmorland to be Five Brace Annually.

Appendix, N° 6.

In the Year 1718, the Earl of Westmorland presented a Petition to the King, representing that the Charge of paying Keepers, providing Hay for the Deer, and repairing Lodges and Fences, was and had been a great Burthen on him and his Family; and that though frequent Applications had been made for an Allowance of Money to defray those Charges, which of Right belonged to them, they had never been able to obtain any; and praying that in Consideration of the small Advantage accruing to the Crown, and that his Woods were then almost entirely destroyed, the King would be pleased to grant him the Deer, and that the Woods should be declared Free Hay, and discharged from the Privileges reserved; or, if that should be thought too much, that the King would give an Order to the Treasury for the Annual Payment of the Expences of keeping up that Part of the Forest, and reimburse him the Monies which he had laid out for that Service.

N° 17.

The Petition of Lord Westmorland was referred to the joint Consideration of the Surveyors General of the Crown Lands and Woods; who gave it as their Opinion, that if His Majesty should think fit to grant the Deer, and make the Woods and

Lands,

Lands, Free Hay, as desired, an Inquisition should be taken to know the Value of the Reservations, in order to reserve, upon a Grant thereof, such a Rent as was required by the Civil List Act of the 1st of Queen Anne; and that the best Advantage ought to be made of His Majesty's Demesnes, if any remained ungranted within those Walks; and that the Crown should be discharged from the Payment of any Wages, or other Allowances, on Account of the Vert and Venison there

22d October 1719.

An Inquisition was accordingly taken in the following Year, by which it was found that the Lands in the Possession of the Earl of Westmorland, in Moorhay and Sulchay, subject to the Right of Herbage and Browfe for the Deer, consisted of

			Forest Measure.	Statute Measure.
			Acres.	Acres.
Divers Coppices within those Walks, containing by Estimation	—	—	1,447	2,343
Lands inclosed.	Moorhay Lawn	—	200	323
	Sulchay Lawn	—	50	80
	5 Pieces belonging to the Keepers in Moorhay	—	27	43
Lands uninclosed in Moorhay and Sulchay	—	—	150	242
			1,874	3,031

The Herbage and Deer Browfe of which Lands was valued by the Jury at One Penny per Acre, Forest Measure, amounting to £. 7. 5. 3 per Annum.

6 March 1719.

And in the same Year a Lease or Grant was made to the Earl of Westmorland of the Herbage and Deer Browfe of all those Lands, for 31 Years, at a Rent of £. 2. 8. 5 per Annum, being One Third Part of the estimated Value of One Penny per Acre, of Forest Measure, and less than a Farthing per Acre Statute Measure: And Clauses were inserted in the Grant, exempting the Woods and Lands from all Forest Rights, Liberties, and Privileges; declaring them Free Hay during the Term, and granting all the Deer and Wild Beasts to the Earl of Westmorland, without Account, on Condition of exonerating the Crown from all Forest Charges concerning the Premises.

On a Review of this Proceeding, the Circumstances attending it cannot but appear extraordinary. The Earl of Westmorland represented to the Crown, that the Charge of paying Keepers, and other Expences concerning the Forest, had been a great Burthen on him and his Family, and that they had a *Right* to be reimbursed; though the Offices were granted to his Ancestors on the express Condition of paying the Wages of the Keepers, and were accompanied with Grants of Woods and Lands of very great Value. Nor is it easy to discover on what Grounds the Herbage and Deer Browfe were valued at only One Penny per Acre. It could not have been proportioned to the Damage done by the Deer, for Lord Westmorland represented his Woods to be almost entirely destroyed; nor to the Supply of Deer served for the Use of the Crown, for it hardly amounted to the Value of a single Brace of Bucks. One Consideration of the Grant was the discharging the Crown from all Forest Charges, from which the Crown was, in Fact, exempted by former Grants: And though the Suggestions of the Officers to whom Lord Westmorland's Memorial was referred were followed, so far as was necessary for complying, in Appearance, with the Requisitions of the Act of the 1st of Queen Anne, in reserving a Third Part of the Annual Value as a Rent, yet the Advice they gave, to make the best Advantage of His Majesty's Demesnes, was not attended to; and the valuable Lawps of Moorhay and Sulchay, containing near 400 Acres of Pasture Land, not subject to any Right of Common, and reserved for the Feeding of the King's Deer, became discharged of that Incumbrance, and the full and undivided Possession of them was transferred to the Grantee, for the Consideration of less than a Farthing an Acre, Statute Measure.

The killing of Deer from Moorhay and Sulehay was of course discontinued from the Time of obtaining that Grant, which was afterwards successively renewed to the Earls of Westmorland, to make up the Term to 31 Years, until the Year 1782, when Lord Westmorland surrendered the Term then in being, and obtained a Lease of the Herbage and Deer Browfe for the same Three Lives for which the Office of Master Forester is held.

23 March 1782.

In Consequence of these Grants, the Crown receives from the Walks of Moorhay and Sulehay no other Return than the small Rent of £. 2. 8. 5 a Year; but when the last mentioned Grant shall expire, we apprehend that the Rights will revert again to the State they were in before the passing of the first Grant of the Herbage and Deer Browfe, in the Year 1719.

Though it seems to have been the Intention of the Earl of Westmorland, on applying for that Grant, to remove the Deer from his own Woods, which he was thereby empowered to do, a Stock of Deer is still kept, both in Moorhay and Sulehay; the Reason of which probably is, that those Woods being Commonable to the neighbouring Parishes, the Cattle could not be excluded from them beyond the usual Time after each Cutting, without the Consent of the Commoners: And that the Removal of the Deer, before making an Arrangement with them, would have no other Effect than leaving a greater Portion of the Herbage for the Cattle of the Commoners, without acquiring any Advantage to the Owner of the Woods in Return.

We know not what Stock of Deer is maintained within those Walks, nor how many Keepers are employed, or what Expence is incurred, in the Care of them. Lord Westmorland, considering the Deer to be his absolute Property, as undoubtedly they are during the Continuance of that Grant, has declined answering our Enquiries on those Subjects.

From the Account we have given of the State of each Bailiwick, so far as regards the Forest Offices, and Forestial Rights, it appears that the Offices of Forester or Keeper of the several Walks are granted in Fee, and the Crown exonerated from the Payment of Wages to the Keepers; and that those of Master Forester of Cliffe Bailiwick, and Farming Woods, which are held for Lives, are now little more than honorary; that the Walk of Geddington Woods is disafforested, and granted in Perpetuity, without Exception or Reservation of any Kind to the Crown; that the Walks of Moorhay and Sulehay (except Earl's Woods in Moorhay) are in Effect disafforested for Three Lives, for the Consideration of £. 2. 8. 5 a Year; and that the Deer supplied from the other Walks for the Use of the Royal Household, are only Eight Brace of Bucks, and the same Number of Does Yearly, viz.

		Bucks.	Does.
From Rockingham Bailiwick	—	4½	4½
Farming Woods Walk	—	2	2
Westhay Walk	—	1½	1½
	Brace	8	8

The Grantees of those Offices are not inclined to admit that the Crown has any other Right or Interest remaining in the Forest (the Timber in Sulehay Walk excepted) than a Right to a Continuation of those Supplies of Deer. In particular, it is contended by Mr. Hatton, "that the Crown has not now any farther Claim upon the Bailiwick of Rockingham, except for the usual and limited Number of Deer, which he serves to the Crown and the Forest Officers; and that all the other Profits arising from his Grant, whether in Deer, Herbage, Pannage, or otherwise,

"otherwise, are altogether his own, without Reservation or Deduction of any Kind;
"and that the Crown is restricted or precluded from claiming any Thing beyond
"what has been usually and constantly received from thence."

How far the Claims of the Parties are well founded it is not for us to determine; but judging from the Proceedings on the Disafforestation of Geddington Woods Walk, and the obvious Analogy between the Case of other Hereditary Keepers, and that of Lord Montagu, at the Time of his Application for the Grant of 1676, we are led to infer that the Deer, the Lodges, with the Lawns and other Lands held in Right of the Keeperships, and the Soil of the uninclosed Lands, not expressly granted in Fee, still remain the Property of the Crown in all the other Walks, as they were then admitted to be in Geddington Woods, though the Keepership of that Walk had been before granted in Fee.

If a Claim of an Hereditary Keeper of a Forest to supply a *limited* Number of Deer for the Use of the Crown, could be maintained in any Case, on the Ground of the Number served having been invariably the same, we apprehend that the Proof of the Numbers supplied having been different at different Times, would defeat such a Claim in regard to the Districts of Rockingham Bailiwick, Moorhay, and Sulehay.

But besides, that there does not appear to be in those Instances any Foundation for a Claim of Prescription, we conceive, from the Description given of the Nature and Duty of the Office of a Forester, or Keeper, by Writers of the greatest Authority on those Subjects, and from the Terms of the Grants of the Keeperships in this Forest, that the Right of the Crown cannot be confined to a limited Number of Deer. "The Authority of Foresters and Keepers of the King's Forests," (says Manwood) "was only to preserve and keep the Deer for the King, and for his Use; "and not to kill or hunt any Deer, except they have sufficient Warrant from the "King so to do, or from his Justice in Eyre." And again: "Such an Officer may "not kill or destroy any Beasts of Venerie, without good Warrant for the same; for "if he do, it is Cause of Forfeiture of his Office." And Lord Coke says, "that "Twelve Jurors ought to present before the Justices in Eyre the Number of Deer "which had been killed since the last Eyre, and then the Chief Forester is to answer "by what Warrant the same were killed; and such Warrants as were lawful ought "to be allowed, and such as were unlawful disallowed." The Grants of the Keeperships in this Forest invested the Grantees with the Office of Keeper, the Custody and Governance of the Deer, and the Profits thereto belonging. They neither conveyed a Right to the Deer, nor altered the Nature or Duty of the Office, but only prolonged its Duration. The Object of the Grants was the Custody and Preservation of the Deer; and the Patents conveyed no farther Powers than those of a Keepership in Fee; we therefore apprehend, that the Deer within those Parts of the Forest where the Custody only, and not the Property of them, has been granted, still belong to the Crown, without any Limitation, either as to the Number to be kept there, or the Number to be served for the Use of the Crown.

It farther appears from the foregoing Statements, that some of the Hereditary Officers of this Forest possess Lands of considerable Extent and Value in Right of their Offices. In Rockingham Bailiwick, Mr. Hatton holds the Lawn of Benefield, containing about 384 Acres, under the Grant of the Keepership; Herbage and Pannage thereof in Fee. In Brigstock Bailiwick, Lord Ossory holds the Lawn of Farming Woods, mentioned to contain about Two hundred Acres, as Keeper in Fee; and the Herbage and Pannage for Three Lives. In Cliffe Bailiwick, the Lawn of Moorhay, containing 316 Acres, and that of Sulehay, containing 51 Acres, are held by Lord Westmorland as Keeper in Fee of those Walks; and the Herbage and Deer-browse of those Lawns for Three Lives; and there are some small Inclosures occupied by the Under Keepers in each District. Those Lawns being inclosed, and appropriated

appropriated to the feeding of the Deer, and not subject to any Right of Common, seem to us to be in the Nature of Parks; and as the best Explanation we can offer of the Nature of the Interests appertaining to the Crown and the Grantees in those Lands, we shall state what appears to have been the Construction formerly put on Grants of a similar Nature.

In a Case submitted to the Opinion of all the Judges, by King James the First, after Conference and mature Deliberation, it was resolved by them all, " That he " that hath Herbage and Pannage of a Park, by the Grant or Demise of the King, " or any other, cannot take any Herbage or Pannage but of the *Surplusage* over and " above the competent and sufficient Pasture and Feeding of the Game; and if the " Owner of the Game suffer the Game so to increase, as there is no Surplusage, then " he that hath Herbage and Pannage cannot put any Beasts in the Park."

Coke, 4 Inst. Pa. 259.

In 1664, Lord Willoughby having a Grant of the Custody, Herbage and Pannage of Bestwood Park, in Nottinghamshire, Sir Jeffery Palmer, then Attorney General, gave his Opinion thereon as follows: " I conceive that by this Grant, the Lord " Willoughby hath an Interest in the Office of Keeship, with all the usual Fees " belonging to it; and hath an Interest in the Surplusage of the Herbage, over and " above the Sustainance and Feeding of the Game, *so long as the Park continues a " Park: But the King may increase the Deer*; and if there be no Surplusage, he that " hath the Herbage cannot put in any Beasts; and if the King do dispark the Park " *(as he may) both the Office of Custody, and the Interest in the Herbage, will thereby " determine*; yet in such Cases it hath been held reasonable to give Compensation " for the Custody and Herbage."

Appendix, N^o 18. A.

And Sir Charles Harbord, then Surveyor General of the Crown Lands, in a Report on the same Case of Lord Willoughby, states what Compensation had been given, in similar Instances, to the Grantees of Custody, Herbage and Pannage of Parks disparked: " I do not conceive that a Grant of the Custody of a Park, with the " Herbage and Pannage thereof, doth amount to a Right to all the Profits, in case " the Deer be destroyed; but ought to be apportioned, as hath been done in some " such Cases, to a Third Part, and under the late Usurpation to a Fifth Part only " of the Whole, as in the Case of Clarendon Park, &c. And in some Cases, where " the Park hath been disparked, and disfranchised, the Interest of the Herbage hath " been lost, without any Recompence given to the Grantee, as in some of the Parks " of the Honor of Amptill, &c. but in some of the Parks of the Honor of " Grafton, the Grantees of the Custody, and Herbage and Pannage, have been allowed more than the Moiety of the full Value, in Recompence of their Interest, " during the Term of their respective Grants."

N^o 18. B.

None of the Grants under which the Offices in this Forest are held contain any Condition, which abridges the Power of the Crown, either to increase the Stock of Deer, or to disafforest the same. The Grants were made subject to those Powers; and the Case of Geddington Woods is an Instance of the Exercise of them. The Acceptance by Lord Hatton, and the Earl of Westmorland, of Grants of Disafforestation for Terms of Years or Lives, are farther Admissions of the Right; and the Lands being subject to the Exercise of those Powers, we humbly apprehend, that on a fair Estimation of the Rights of the Crown, and of the Grantees, those Considerations would have material Influence.

The Coppices in the different Districts of this Forest are cut at different Ages. In Rockingham Bailiwick and Sulehay Walk, the Time of cutting is when the Underwood is at 16 Years Growth; and in Brigstock Bailiwick, and the Walks of Moorhay and Westhay, at 18 Years. After each Cutting the Coppices are inclosed, to exclude the Cattle

22 Ed. IV. Ch. 4. Cattle of the Commoners for Seven Years, under the Authority of an Act of the 22d of Edward the Fourth, before which Time they could not be inclosed for more than Three Years, but the Deer are admitted at the End of Four Years, and from the Expiration of Seven Years the Coppices lie open, both to the Deer and Cattle, until the next Cutting of the Underwood.

The Damage done to the Woods by this early Admission of the Deer, and by the great Numbers of Cattle afterwards Commoning on them, is so sensibly felt by the Proprietors, that some of them have represented to us, that it will not be possible to keep up the Succession of Timber in the Forest, if the present Usage is continued; and all those with whom we have had any Communication on the Subject have expressed a very earnest Desire that an Alteration may take Place, so as to put an End to this destructive Evil; and none are more desirous of such a Change than those who hold Offices in the Forest, among whom are some of the most considerable Proprietors of Woods.

The Owners of the Earls Woods, besides the Injury they sustain from those Causes, are put to the additional Inconvenience and Expence of procuring a Licence from the Chief Justice in Eyre for cutting their Woods. This costs them in Money about £. 6. 9s. for Fees for the Licence, besides a Fee Tree, and a Quarter of an Acre of the Underwood, to One of the Verderors, and a Fee Tree each to Two Freeholders of Cliffe Bailiwick, who are called the Regarders, (but who are not regularly chosen to that Office) for certifying to the Chief Justice in Eyre, that the Wood may be cut without Prejudice to the Vert of the Forest; yet we have the best Authority for saying that no Verderor has viewed the Woods to be cut for several Years past; that the Licence, which constantly specifies the same Number of Trees to be felled, is never regarded; and that the Parties, after obtaining it, cut any Quantity that they think fit. It is obvious, therefore, that no Advantage results to the Crown from the Continuance of this Restriction.

We shall now propose the Settlement which, in our humble Apprehension, should take place between the Crown and the Persons who hold the Hereditary Offices in this Forest, and with those whose Estates are subject to the Range of the Deer, and the Burthen of the Forest Laws.

In the preceding Part of this Report we have stated what is claimed under the different Grants of Offices, in each of the Three Bailiwicks into which this Forest is divided; and we have also stated the Objections which occurred to us in considering those Claims, and our Reasons for supposing that the Deer, the Lodges, and the Lawns, with other inclosed Lands held in Right of the Offices, and the Soil of the open Plains and Ridings, and other uninclosed Lands, not expressly granted in Fee, are still the Property of the Crown, in all the Walks except Geddington Woods, subject however to certain Rights which the Grantees have by virtue of their Offices; but whether those Claims or our Objections shall appear to be just, whether the Crown has retained a more or a less valuable Interest in this Forest, are Considerations which would make no Alteration in the Principles of the Settlement which we think it our Duty to recommend concerning this Forest.

By Means of the various Grants which we have mentioned, a Mixture of Interests has been created in the Deer, and in whatever is reserved for their Shelter or Support, as well as in the Lodges, Lawns, and other Lands which we have described.

These mixed Rights, extending over a valuable Territory, prevent the Property from being brought to the State of Improvement it is capable of; and the only Object of material Consequence to the Public in this Forest, is the exonerating of that Territory from Incumbrances which have so pernicious an Effect. Whether the

Crown shall receive a greater or a smaller Share of the Price which ought to be paid by the Proprietors for freeing their Estates from that Burthen, is a Matter of inferior Consideration.—It is, however, desirable that the several Rights should be justly appreciated; and we have endeavoured to explain what the Crown has alienated, and what it appears still to have reserved; referring to such Precedents as have come to our Knowledge of the Settlement of similar Rights, and the Value put on them at different Times, so as to give all the Information and Aid in our Power to those who may be interdicted with the Disposal of this Part of the Property of the Crown.

We therefore humbly recommend, that an Act of Parliament should pass, by which His Majesty should be empowered to appoint Commissioners or Trustees to treat with the Grantees of the different Offices in this Forest separately, for a Transference of the Interest which the Crown has over each of their Estates, on fair and reasonable Terms.

To Mr. Hatton should be transferred the Interest which the Crown has in Beesfield Lawn, and in such other Lands within the Bailiwick of Rockingham as belong to him.

To Lord Ossory, whatever Interest the Crown has in the Lawn of Farming Woods, and every other Right mixed with his, in the Lands which are his Property.

To Lord Westmorland, in like Manner, all the Interest of the Crown in Moorhay and Sulchay Walks, and in every other Part of his Estate, exclusive of the Timber in Sulchay, concerning which we shall propose a separate Arrangement.

And to Lord Exeter, whatever Right the Crown has intermixed with his, in Welthay Walk.

And even though some of the Parties should not agree to purchase the Rights of the Crown, in the Manner we have proposed, that should not prevent a Settlement with such of them as may be willing to do so; the different Districts of the Forest being so detached and unconnected, that they may be disafforested separately, as was done in the Case of Geddington Woods, in 1676.

But the Privileges of the Deer, in which both the Crown and the Grantees are interested, extend also over the Estates of other Proprietors, who suffer great Injury from that Privilege, and ought also, on reasonable Terms, to be exonerated.

The same Commissioners, or Trustees, should therefore be empowered to treat with those Proprietors for the Disafforestation of their Estates; and whatever Price shall be paid for freeing their Lands from that Incumbrance, should be divided between the Crown and the Grantees, in Proportion to their several Interests in the Forestial Rights over those Estates.

Respecting the Right of the Crown to the Oak Timber in the Walk of Sulchay Fems and Shortwood, it appears that Queen Elizabeth, in the 13th Year of her Reign, granted in Fee to Sir Walter Mildmay, certain Woods, Underwoods, and Woodlands, or Coppices of Wood and Underwood therein specified, and all other the Queen's Woods, Underwoods and Woodlands, and Trees whatsoever, within the Limits of the Hay or Walk of Sulchay Fems and Shortwood, and the Ground and Soil of all the said Woods, Underwoods, Woodlands, Coppices, and Hereditaments, thereby granted: "Excepting out of the said Grant all Oak Trees growing or " thereafter to grow upon the Premises, which then were or thereafter should be " reputed for Timber, being (at the Height or Length of Three Feet from the

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Appendix, No 19.

"Ground) of the Breadth or Thickness of Ten Inches of Aflize Square." The Queen also granted to the said Sir Walter Mildmay the Lops and Tops of such of the Oak Trees so excepted as were thentofore lopped or topped, or which by the Custom of the said Forest might be lopped or topped: And the Grantee covenanted to exonerate the Crown from the Annual Payment of £. 3. 6 s. 8 d. for the Salary of the Keeper of that Walk, and to find sufficient Wood for Browfe for the Queen's Deer, which Wood, after being hrowfed by the Deer, was to be taken by the Grantee for his own Use.

We have found no Account of any Timber being felled in those Woods for the Use of the Crown, prior to the Year 1704; and there is Reason to believe that none had been cut for a very long Time before the Commencement of the present Century, as it appears that the Existence of the Right to that Timber was then unknown to any of the Officers of the Crown.

The First Mention we find of it is in the Entries in the Office of the Surveyor General of the Crown Lands, of the Date of 1702, where it appears that an anonymous Information was given to the Lord Treasurer Godolphin, "That the Lady Westmorland was in the Possession of Grounds in Rockingham Forest, which a certain Gentleman had made it his Business to look into the Titles of, and found them to be the Queen's; and that the Land and Timber was worth £. 50,000."

This Information having been given at a Time when, as we observed in former Reports, Attention was still shewn by Ministers to the landed Property of the Crown, and when different Officers co-operated in the Management of the Royal Forests, the Surveyor General of the Crown Lands, with the Surveyor General of the Woods and Forests, and a Purveyor of the Navy, were immediately directed by the Lord Treasurer to enquire into the Matter, to view those Woods, and make a Survey of the Timber.

In pursuance of this Order, a Survey was taken, and there were found to be growing in them 5,389 Timber Trees, whereof 778 Trees, containing 920 Loads, were esteemed then fit for the Service of the Navy; 1,634 Trees, reckoned to contain 1,828 Loads, were looked upon to be defective or decaying, and fit to be sold in the Country; and the remaining 2,977 Timber Trees were young and flourishing, and ought to be preserved for the Navy: Besides which, there were 8,691 thriving Oak Saplings, standing at such convenient Distances, that they conceived they might all grow up to Timber, and ought very carefully to be preserved for the Use of the Crown.

Those Officers, on taking their Survey, observed several Stools, where large Oak Trees had been cut, which they were informed were felled by the Direction of the late Earls, or the then Countess of Westmorland, who, they were told, had frequently made Falls of Timber, upon the Sales of the Underwood; and they found large Boughs lopped from divers Trees, which had prejudiced them very much for the Service of the Navy. To prevent the Continuance of those Practices, a Clause was inserted in the Grant of the Office of Master Forester, which was renewed shortly afterwards, to restrain the Grantee from lopping, topping, or cutting down any Tree in Sulehay Walk, unless it should be first certified by the Surveyor of the Woods, that the same should not be prejudicial to the Timber.

The Accounts of the Surveyor General of the Woods, remaining in the Office of the Auditor of the Land Revenue, shew what Timber was felled for the Use of the Crown, after the Discovery of the Right in 1702. The Particulars are these:

NAVY

NAVY TIMBER.

Dates of Warrants.		Lds.	St.	£.	s.	d.
22 May 1704.	510 Trees, and 684 Knots, containing 688. 25, valued at £. 3. 10s. per Load	—	—	2,357	19	6

WOOD SALES.

Same Warrant.	624 decayed Trees, and some Pieces, with the Bark thereof, sold for	—	—	904	2	7
1,134 Trees.		£.	3,262	2	1	

This Fall was made immediately after the Discovery, but unfortunately, soon after that Time, all the Care shown by Government to the Forests ceased; and they were left to the Superintendence of a single Officer, without Check or Control. Accordingly, though there must then have remained, after the Two Falls which had been made, no less than 268 Trees fit for the Navy, 1,010 defective, and 2,977 young and flourishing Trees, besides 8,691 thriving Oak Saplings, what follows is all the Account given of this valuable Stock of Timber, from that Time to the Year 1764, though within that Period it is certain that both the young thriving Trees and Saplings must have become of great Size, and fit for the Navy.

WOOD SALES.

Dates of Warrants.		£.	s.	d.
24 August 1716.	73 Dotard Trees, and some Pieces, with the Lops, Tops, and Bark	128	14	6
10 June 1718.	221 D* D* — — —	180	—	—
19 April 1725.	224 Oak Trees sold to the Earl of Westmorland	250	—	—
14 April 1736.	442 Oaks, with Lops and Bark	443	12	6
	960	£.	982	7 —
1704 (as before)	1,134		3,262	2 1
In all	2,094 Trees.	Gross Produce	4,244	9 1
		Fees, Ponnage, Allowances, and Incidental Expenses	621	1 9
		Clear Produce	£.	3,623 7 4

Another Warrant was issued in April 1741, for raising £. 191. 6 — by Wood Sales in this Forest; but no Timber was felled in pursuance thereof.

In the Year 1764, the Earl of Westmorland, upon an Application for Renewal of the Grant of the Office of Master Forester, requested that the Clause which restrained him from lopping or cutting any Trees in Sulehay Walk, might be discontinued.

The Lords of the Treasury referred the Consideration of that Request to Sir Edmond Thomas, then Surveyor of the Woods, and directed him to report the Value of the Timber in Sulehay Walk, with his Opinion what might be fit to be done thereupon; and Sir Edmond Thomas reported, that he found, on a Survey which he had caused to be made, “that there were no more than 2,750 Timber Trees

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“ standing

" standing on the Premises, besides Saplings, likely to become Timber, and that very few of those Trees were fit for the Service of the Navy, or felled to be sold, and he was of Opinion that they might be valued to the Earl of Westmorland at about £. 1,710.

Upon this Report, the Lords of the Treasury thought proper to sell that Timber to the Earl of Westmorland, for the Sum of £. 1,710; and the restraining Clause, prohibiting the lopping, topping, and cutting down of the Trees in Sulehay Walk, was left out of the Grant of the Master Forestership, as Lord Westmorland had desired.

Appendix, No 22.

We have inserted in the Appendix, a Copy of the Report of Sir Edmond Thomas, which we found in the Office of the Surveyor General of the Crown Lands: And we cannot avoid observing, that though the Report recommended the Sale of the Timber standing, to the Owner of the Underwood, it did not advise any Limitation of Time for taking it away, nor suggest any Regulations for distinguishing the Trees to be sold, from those which were to be left standing, or for securing the Succession of young Timber, for the Benefit of the Crown. If the Interest of the Crown had been properly attended to, and the Right to the future Growth of Trees, in the Place of those sold, had been considered, the Purchaser should have been obliged, by the Conditions of the Sale, to remove the Trees immediately, which were growing in the Parts of the Walk not encoppiced; but the best Time for felling Timber growing in Coppices, being the Spring next after the cutting of the Underwood, and those Woods being divided into Sixteen Sales, and One of them cut each Year, the Term of Sixteen Years would have been the proper Time to be allowed for taking away that Part of the Timber, and the Purchaser should have been obliged to clear away what was growing in each of the Sales, as they came in course of Cutting; and an Agent for the Crown should have taken an Account of the Trees remaining in each Coppice, after what were sold had been taken away.

Had Regulations to this Effect been adopted, the Whole of the Timber sold would have been cleared away by the Spring 1780, and no Ground of Difference with the Purchaser could have subsisted, nor any Doubt remained, with respect to what belonged to the Crown: But the Timber having been sold, without marking either the Trees to be felled, or those to be left standing, and without any Limitation of Time, or other Condition for taking it away, the Purchaser has thought himself at Liberty to cut it when and in what Manner he pleased.

Though the Grant of the Master Forestership, with which this Sale of Timber was connected, in the Manner we have described, was afterwards renewed in the Year 1772, and again in 1776, no Enquiry appears to have been made whether the Timber purchased had been felled, or what Part of it remained standing, nor any Endeavours used to distinguish the Timber belonging to the Crown from that of the Purchaser, until the Year 1781; when Mr. St. John, then Surveyor General of the Crown Lands, stated the Matter very fully to the Lords of the Treasury, and after urging strongly the Necessity of having the Matter cleared up, observing that under Pretence of such a Purchase the Crown might otherwise be for ever excluded from taking any Timber from those Woods, he recommended that Directions might be given to cause a Survey to be taken of the Timber Trees and Saplings remaining in them, and to endeavour to obtain an Account of the Number felled since the Purchase, in order to ascertain what Number Lord Westmorland was still entitled to, and to distinguish them from what belonged to the Crown.

Finding that nothing had been done in consequence of that Representation, and that though more than Twenty-two Years had elapsed since the Sale of the Timber, Lord Westmorland claimed to be entitled to a considerable Quantity still standing, but without specifying what Number of Trees had been cut, or how many were want-

ing to make up the Number purchased. We thought it a necessary Step, preparatory to the settling so complicated a Matter, to have a Survey taken of all the Trees growing in those Woods, above Ten Inches Square, Three Feet from the Ground; and we directed our Surveyor to endeavour to obtain Information what Number of Trees had been felled since the Time of the Purchase.

From that Survey, of which an Abstract is annexed to this Report, it appeared that the whole Number of the Trees of that Description, when the Survey was taken, was 3,253, which were valued by our Surveyor at £. 3,679. 9. 10.

Appendix, N^o 23.

It also appeared, that the Sixteen Sales into which the Woods are divided, had all been cut once; and Seven of them a Second Time, since 1764; that Timber had been felled in all of them at the Time of cutting the Underwood; and that in the Sales which had been cut a Second Time there remained a very small Quantity of Timber, or of Saplings likely to become Timber; but the Surveyor found it impracticable to get any certain Account of the Number of Trees felled, the Timber having been sold to various Persons, some of whom were dead, and Information from others impossible to be obtained; and no Stools, or other Remains of the Trees, being visible, from which the Number could be ascertained.

The present Earl of Westmorland, being the Third successive Proprietor since the Purchase of the Timber, and many of the Coppices having been cut before he came into Possession, it is hardly to be expected that he should give an Account of all the Trees which have been cut for Twenty-seven Years past, more especially as there was not any Condition in the Sale which obliged the Purchaser to keep such an Account. It was certainly the Business of the Officers of the Crown to provide all necessary Checks; but that not having been done, Recourse must be had to some other Method of drawing a Line between the Claims of the Purchaser and the Rights of the Crown.

Lord Westmorland says, it has always been considered by him, and his Family, that the Purchase included all the Trees which were then Ten Inches Square; and the Proceedings for the Sale undoubtedly seem to authorize that Construction. The Directions given by the Treasury to the Surveyor of the Woods in 1764 were, to report the Value of "the Timber in Sulehay Walk." In the common Acceptation of that Term, all Trees of Ten Inches Square and upwards are considered to be comprised under the Denomination of *Timber*; And as the Report of Sir Edmond Thomas stated that there were "no more than 2,750 Timber Trees standing on the "Premises," besides Saplings likely to become Timber, it seems natural to suppose that all the Trees of Ten Inches Square and upwards were included in his Survey. There is no Mention of the Size of the Trees in any Document that we have met with.

Appendix, N^o 22.

On the Supposition that all Trees down to Ten Inches Square were included in that Purchase, the Object is to discover, from the present Size of the Trees now growing in Sulehay Walk (no other Evidence, that we know of, being obtainable) which of them probably were of that Thickness in 1764, and having been then sold, must still belong to Lord Westmorland. We have accordingly taken some Pains to inform ourselves to what Size Trees of that Dimension might be expected to arrive in the Course of 23 Years (our Survey having been taken in 1787); and it has been suggested to us by several Surveyors, and other Persons of Experience, that they would probably increase, one with another, to about 20 Feet of Timber.

If that Opinion be a just One, it follows that all the Trees in the Survey made in 1787, containing more than 20 Feet of Timber in each, still belong to Lord West-

morland, and that all which had then only Twenty Feet or less, and wert of the Thickness of Ten Inches Square, belong to the Crown.

According to this Division, the Interests of each Party in the Timber growing in 1787 will stand thus :

723	Trees of more than 20 Feet each, belonging to Lord Westmorland, valued by our Surveyor at	—	—	£.	s.	d.
2,530	Trees of 20 Feet or less, belonging to the Crown, valued at	2,049	3	5		
3,253	Trees	£.	3,679	9	10	

Besides the Trees last-mentioned, all such as are become of the Thickness of 10 Inches Square since 1787, are to be added to the Number now belonging to the Crown.

If it should be thought advisable that the Rights of the Crown and Lord Westmorland should remain unaltered, all that in that Case is necessary, in order to bring the strange improvident Transaction in 1764 to a Conclusion, is, that all the Trees of more than Twenty Feet Contents, according to that Survey, should now have a particular Mark with Paint put on them, to shew that they are Lord Westmorland's Property; and in the Annual Sales of the Underwood to be made by Lord Westmorland, each Coppice should be cleared of those Trees, leaving all others as belonging to the Crown, according to the Terms of the Grant.

By Means of this Arrangement, the Remainder of the Trees sold to Lord Westmorland in 1764 will be taken away gradually, and the Whole will be completely removed in 16 Years; and the Rights of the Crown, and of Lord Westmorland, will be gradually brought back, during the same Period, to the State in which they were prior to that Transaction.

By thus removing the Trees in each Division, only when the Underwood is cut, Lord Westmorland's Property will not be injured by the Removal.

This Arrangement which we have suggested is, no Doubt, favorable to Lord Westmorland. It is admitting that all the Trees belonging to the Crown were bought by his Predecessor in 1764, which, though probable, is not certain;—it is admitting that a considerable Part of the Trees, though sold in 1764, are still growing there, though during that Time the Underwood in all the Sixteen Sales has been once cut, and in Eleven of them cut a Second Time;—and it is making no Claim for any Trees belonging to the Crown, which may possibly have been taken down along with those cut by Lord Westmorland since 1764, nor for the Injury done to the Crown, by occupying the Ground with the Trees then sold, from 28 to 44 Years (being the Distance of Time between the Sale and the final Removal of the Timber) to the Prevention of the Growth of other Trees, which would have come up in their Place, and would now have been considerably advanced; though it cannot well be supposed that it was intended to allow so much Time for the Removal of that Timber.

But it is to be considered, that these are the Consequences of a very unwise Transaction, made by the Officers of the Crown, which it is desirable to bring to some speedy Settlement without Litigation, and which there does not appear to us to be any more equitable Mode of bringing to a Close.

For the future Protection of the Property reserved by the Crown, it must seem obviously necessary, if those Rights are to remain unaltered, that some Officer should attend

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attend at every Cutting of the Underwood, to take Care that no Saplings be cut.—The Trees of such an Age as to admit of it should be marked with Paint, and numbered: Returns should be made, and kept in the Office intrusted with the Care of the Forests; and the Woods should be frequently visited, and their Condition reported from that Office.

But if, on the other Hand, it shall be thought that the Effects naturally to be expected from such a Mixture of Rights as have been created in this Forest, are so destructive, that no Care which can be bestowed will be sufficient for the Protection of the Trees and Saplings, without an Expence beyond what the Advantages from so small an Extent of Ground will ever be found to bear; and if Government shall, on that Account, judge it proper to sell, and Lord Westmorland shall be disposed to purchase, not only all the Trees belonging to the Crown, which are now growing in Sulchay Walk, but the Right to all which shall grow hereafter. We should, in that Case, think what follows a just Mode of estimating that Right of the Crown.

According to the Extract we have given from the Survey taken in 1787, it appears that there were 2,510 Trees growing in Sulchay Walk, which belonged to the Crown, and were worth at that Time £. 2,049. 3. 5.

To these are to be added all Trees which have become Ten Inches Square since the Survey was made, which may be ascertained at little Expence by a Surveyor.

No Mention is made in the Grant to Lord Westmorland's Ancestors, of the Saplings which would afterwards grow to Ten Inches Square: But in the Report of Mr. Travers, Surveyor General of the Crown Lands, upon the Discovery in 1703, he says, "he had consulted the Attorney General on the Exception in the Grant, who agreed with him in Opinion, that the same must be construed for the Benefit of the Crown, and the Growth and Increase of Timber;" and we cannot doubt of its being incumbent on the Grantee, to leave at least as many Trees as are required to be left in Woodlands, by the Act of 35 of Henry the Eighth, or, in other Words, that the Meaning of Parties, when the Grant was made, should be explained by that Law, no Explanation being contained in the Grant.

Appendix, N^o 20. B.

By that Act, the Owners of Coppices cut at Twenty-four Years Growth, or under, must, in cutting the Underwood, leave Twelve Standils of Oak on every Acre, of the most likely to become Timber; which Standils are not to be felled before they become Ten Inches Square, Three Feet from the Ground; or, if there be not so many Standils at the first Cutting, the Numbers must be made up at the next, and he is obliged to preserve them.

Lord Westmorland has no Right to take Firebote from those Trees, which is forbidden by the Grant, nor to take Housebote, &c. for that is only allowed to be taken by the Owners of the Timber; and here the Crown is the Owner.

35 Hen. VIII. C. 17.

If therefore it shall be deemed expedient to part with this Right of the Crown, it cannot, we think, be difficult to put a just Value on it; and the Crown may receive the Price or Value, either in a Sum of Money to be immediately paid, or by a Rent Charge in Money, or an Annual Delivery of a certain Quantity of Timber fit for the Navy, to commence at such Time as the Trees belonging to the Crown may be computed to become fit for Naval Use. We cannot avoid adding, that from the present State of Oak Timber in this Country, and the Convenience of Water Carriage by the River Nene, from Wansford, situated within less than a Mile of Sulchay Walk, the Annual Delivery of a certain Quantity of Timber appears to us the most for the Advantage of the Crown, and of the Public.

As

As the best of the Saplings would be left, and the Trees would have full Room to grow, it cannot, in our Opinion, be thought unreasonable, in such a Transaction, to presume, that in 50 Years after Trees have grown to be Ten Inches Square, Three Feet from the Ground, they will, One with another, be found to contain a Load of Timber; so that Twelve Loads on the Acre may be reasonably expected at that Time, on the Ground on which the Crown possesses the Right to the Timber of that Description. The Extent of the Ground will naturally be ascertained by actual Admeasurement, before any such Treaty shall be concluded.

The 2,530 Trees already stated to have become Ten Inches Square since 1764, must come gradually to be in course of felling in 50 Years from that Time; and the Whole should be felled in Twenty-three Years from 1791, by equal Portions in each Year.

At every Fall of Underwood since the Survey was made, Lord Westmorland should have made up the Number of Trees left for the Crown to Twelve at least of Ten Inches Square on every Acre, and probably has done so; which will shew what Number of Trees he ought to deliver Annually, after Fifty Years from the Date of that Survey.

What we have now suggested will establish the Principles of a very easy Computation of the Value of the reserved Right of the Crown to the Timber in Sulehay Walk, and of the Quantity of Timber which should be Annually delivered, in consequence of the Sale of it to Lord Westmorland.

We would therefore farther propose, that the same Commissioners or Trustees should be empowered to treat and agree with Lord Westmorland for the Sale to him of that Right, leaving any Difference which may be, between their Estimation of it and Lord Westmorland's, to be determined by Arbitration.

By the Settlements we have proposed, all the Parties interested would, as we apprehend, be benefited.

A Forest in a Situation so distant from any Residence of the Royal Family, with an Establishment of Offices, either granted in Perpetuity or esteemed of little Value by those who possess them, and in which so little of the Right to Timber has been reserved, can neither contribute much to the Amusement of the King, the Dignity or Profit of the Crown, or the Advantage of the Public.

Lord Ossory informs us, that "the Expenses attending the Renewal of his Grant of the Office of Master Forester of Farming Woods (for the adding of every new Life) is about £. 200, the Whole of which is distributed at the different Offices through which the Patent passes, and no Part is paid into the Treasury, upon Account of the Crown or the Public." Lord Westmorland in like Manner pays merely the Fees of the different Offices, on the Renewals of his Grant of the Master Forestership of Cliffe Bailiwick; and no Fine or Consideration, on Account of either, goes into the Exchequer.

20 L. II.

And though the ancient Forest Laws, and the Courts, when regularly held, have been found by Experience to conduce very much to the Increase and Preservation of Timber, in Forests thinly inhabited, and set apart as Nurseries for the Navy, and have therefore been, very properly, kept in Force by special Statutes in Dean and New Forest; yet in Rockingham Forest, where the Crown has little Property left, where a considerable Part of the Land is already in Tillage or Pasture, and the Country pretty fully inhabited, it cannot be desirable that those Laws should

be continued. The Inconvenience and Counteraction occasioned by a Mixture of Rights, and a divided Management in the same Property, would be removed by the Disafforestation and Settlements we have proposed; and a valuable Part of the Country would be freed from Restraints and Burthens, which, by impeding its Improvement, must be a Loss to the Public, as well as to the Proprietors.

CHAS MIDDLETON, (L. S.)

Land Revenue Office,

JN^o CALL, (L. S.)

Scotland Yard,

JOHN FORDYCE, (L. S.)

6th February 1792.

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A P P E N D I X.

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N° 1.

PERAMBULATION of the Forest of Rockingham, in the County of Northampton, in the 17th Year of King Charles the 1st.

INQUISICIO INDENTATA Capta apud Rokyngham in Com Northampton, Die Lune vicesimo Septimo die Septembris Anno Regni Dñi nñ Caroli Dei grā Anglie Scotie Francie et Hibernie Regis Fidei Defensor &c. decimo septimo coram Guidone Palmes Milite Ricardo Samwell Milite Edwardo Dudley Armigero, Willmo Halford Armig Fran- cisco Quarles Armigero Thoma Rudd Armigero et Johanne Gage Armigero Commissionarijs dñi Dñi Regis virtute Commissionis ejusdem Dñi Regis sub magno Sigillo suo Anglie Sigillat gereñ datum apud Westm vicesimo octavo Die Augusti Anno Regni dñi Dñi Regis decimo Sep- timo supradicto eidem Commissionarijs et alijs direct et huic Inquisitioni annex ad inquirendū et inveniendū per Inquisitionem proborū et legalū Hominū Com pñit super Sacramenta sua et per Sacram Testium producorū apud predict Inquisitionem et per omnes alios modos legitimos omnes et singulos Terminos Metas Bوندas et Limites Forestarū Dñi Regis de Rockingham ab Rokyngham Brigstock et Clive als dict Forest de Rockingham in predict Com Northton qui fuerint vulgariter cogniti fuisse Termin Metas Bوندas et Limites dict Forest Anno Regni Dñi Jacobi nuper Regis Anglie &c. vicesimo juxta Tenorem ejusdem Actus in presenti Parlamento apud Westm in Com Middx modo assemblat edit et provi Intitulat "An Act for the Certaintie of Forests " ana of the Metes Meres Lymys and Bounds of the Forests," Commissioni predict annex et ad omnia et singula facient et per implend in et circa Inquisitionem pñit et retorū ejusdem facient que juxta Tenorem predict Actus facient sunt et per implend in jura Ludovici Warton Militis et Baronet et Caroli Cockayne Armiger Viridarior Ballivat de Rockingham et Brigstock in Forest predict et Thome Elmes Armiger unius Viridar Ballivat sive Forest de Clive als Cliffe in Foresta predict et Roberti Dowles Willmi Jones Willmi Bringham Thome Shawe et Georgij Goodrey Forestar Ballivat de Rockingham in Forest predict ac Norwich Wignall Edwards Stoller & Thome Barton Forestar Ballivat de Brigstock in Forest predict ac Johannis Bates Jacobo Ashley Francisci Hawthorne et Willmi Ashley Forestar Ballivat sive Forest de Clive als Cliffe predict Neeson Johis Caywood Genosi Rangiatoris Ballivat de Rockingham et Brigstock predict Execucioni ejusdem Commissionis assilenti et attendi Reliquis Officiari ejusdem Forest ad hoc premunt sed execucionem ejusdem Commissionis minime assilenti sive attendi per Sacrum Lawrentij Masley de Spraton Armiger Johis Lucas de Guilsborough Genos Henrici Welden de Thorsby Genos Johis Larnley de Claydon Genos Willmi Craddock de East Farndon Genos Willmi Maydwell de eadem Genos Willmi Stringer de Barneake Genos Johis Atkyns de Stanwick Gen Thome Ekys de Iresche- ter Gen Johis Ekys de Ringstead Gen Willmi Taylor de Haldon Gen et Johis Hewitt de Newton Bromwold Gen probor et legalū Hominū Com Northton predict QUI QUIDEM Juratores jurat et oserat diversi etiam Testibus fide dignis super Sacrum suū apud Inquisitionem predict ex alijs Evidenti product dicunt super Sacrum suū quod ibe sunt Mete Termin Limites et Bوندas que fuerunt vulgariter cogniti fuisse Termin Mete Bوندas et Limites predict Forest Anno vicesimo Dñi Jacobi nuper Regis Anglie supradict (excludendo Territoria et Loca post Annū vicesimū dicti nuper Regis Jacobi deforestat aut menconat fuisse deforestat) viz prima Bunda Forest predict in Ballivat de Rockingham in Forest predict inquit apud Brimingham in Ripa de Wey- land ubi Petra locatur et sic ascendendo ex transverso le Neatherleild de Cottingham per Clinch Hill et Pickle Hedge usq Foldgates et sic per Westdale Head sequendo viam que ducit de Rocking- ham versus Carleton ad Mouseburn Gap et de inde ascendendo Versus vocat Middleton Lane inter duas Hayas usq i select Gate apud Driffield et sic sequendo le Fielden Way in Campis de Midle- ton usq Petram que sita est in Divisi de Middleton et Carleton prope Crossū vocat Shortditch excludendo Villas de Cottingham et Middleton cum Campis qui sunt ex Occidental et Boreal partibus de Bوندas predict et excludendo tota Villa et Territoria de Carleton cum Campis et Petra predict prope Shortditch sequendo Bوندas de Middleton que dividunt de Carleton inclu- dendo Bوندas de Middleton usq Swinecote Hurne et includendo Swinecote hurne per Bوندas ejusdem ad Angulū prope Alba Crocem et de inde usq Raghagh Field et includend Raghagh Field ad Angulū situs sive ambitus nuper Abacie de Pipwell et per Bوندas ejusdem Scius que dividunt a Bosco de Raghagh ad Viā que ducit ab alba Cruce ad Harpers brooke excludendo predict Crossū vocat Short Ditch et Affard vocat Carleton Secke et Planos et Boscos de Carleton et pñit Boscu de Raghagh cum planis adjaceñ que sunt Foresta in Anno vicesimo Jacobi nuper Regis predict sed modo deforestat sunt vel deforestari menconatur inter alia per sepe- rales Literas Patentes dñi Dñi Regis nunc Caroli Juratoribz predict sup Capōnem hujus Inqui- cōis in Evidenti oñent et excludendo etiam Villam de Wilbarston cum Campis et Boscum vocat Alkenhawe et Boscos vocat Pipwell Woods et les Granges de Pipwell et sequendo le Harper's Brook per Mediu predict scil nup Abacie de Pipwell et sic usq ad Villam de Okeley magna excludendo Boscu vocat Oldfield als Oldhaugh als Old Bull jacent ex pte Boreali de

Harper's Brook Qui quidem Boscus fuit Foresta in Anno vicefimo dñi nuper Regis Jacobi sed modo deafforefta est vel deafforeftari menconatur inter alia per Literas Patentes dñi Dñi Regis nunc gerent datum vicefimo nono Die Junij Anno Regni fui decimo quarto Juratozibus predictis sup Capcōnem hujus Inquisitionis in Evidentijs ostens Et sic ulterius descendendo per Harper's brooke et per Medu Vill de Okeley magna usq ad Villa de Okeley parva includendo Villa et Campo de Okeley parva usq ad finem Ville de Okeley parva predict versus Riling Brigge et sic inter Divisā de Okeley parva et Stanyerne excludendo Stanyerne usq ad Venellā vocat Eastfield Lane et de inde sequendo Venellā vocat Thackley Lane usq ad Thackley Green excludendo le East Field de Okeley parva predict et Clausū vocat Wood Close et quodam Boscus in Okeley parva predict vocat Brockendale Sallow Copp et Redmore Hall que fuerunt Foresta in Anno vicefimo nuper Regis Jacobi supradict sed modo per Literas Patentes dñi Dñi Regis nunc Carli gerent datum vicefimo septimo die Junij Anno Regni sui decimo quinto Juratozibus predictis super Capcōnem hujus Inquisitionis in Evidentijs ostens (inter alia) deafforeftantur vel deafforeftari menconantur Et sic per Thackley Green sequendo Venellam vocat Thorney Lane usq ad Snatteshall Gate includendo Thorney Woods et excludendo Boscum vocat Banley Slade et sic per Snatteshall Gate in Campos de Corbye excludendo Debbling Furlong parcella Campos de Corby et excludendo Boscum vocat Sowe Woods qui quidem Bosci vocat Sowe Woods et Banley Slade et Tert vocat Dibbing Furlong fuerunt Foresta in Anno Vicefimo Jacobi supradict sed modo per dict Literas Patentes dñi Dñi Regis nunc gerent datum predict vicefimo nono Die Junij Anno Regni sui decimo quarto supradict Juratozibus predict super Capcōnem hujus Inquisitionis in Evidentijs ostens (inter alia) deafforeftantur vel deafforeftari menconantur Et sic includendo Villam et Campos de Corby (excepto Dibbing Furlong predict) ad Corby Bridge et de inde per divisā inter Campos de Corby et Weldon magna excludendo totā Villā et Territoria de Weldon magna cum Campis et Boscis et excludendo Boscum de Stanyerne quondam vocat Boscum Johannis de Stanyerne Et includendo parva Weldon usq ad Caput Bosci vocat Water falls quondam vocat Boscos Comitū Cornubie versus Orient et de inde sequendo Bundā que ducit inter Water falls et Priors Hawe quondam vocat Boscum de Finthved usq ad ductū vocat Little Weldon Brook currentem versus Deen includendo parva Weldon predict et sic ascendendo per Doerū Vill usq ad Pen Green et sic sequendo Bundā inter Boscum de Corby qui est infra Forestam et Boscum de Deen usq ad Gretton Brook et sequendo Gretton Brook excludendo Villā Boscos Partū Campos Tert et Territoria de Deen Et sic de Gretton Brooke sequendo Bundas de Gretton Woods usq ad le Hook Gate et sic ad finem Venelle sive le Riding vocat Long Lane existē Banda inter Gretton Woods et Bulwick Woods quondam vocat Henwick Haw excludendo Villā Campos Clausa Terras Boscos et Territoria de Kirby et excludendo Villā Campos Claus Boscos et Territoria de Bulwick et de inde sequendo predict Venellā vocat Long Lane (quondam vocat vetus Fossatū) inter Gretton Woods et Bulwick Woods usq ad Angulū parci de Haringworth et sic sequendo Bundas inter Gretton et Haringworth Parke ad Angulū ejusdem Partū vocat Parke Corner excludendo Bulwick Woods et totum Parcum predict et de inde descendendo per Bundas inter Campos de Gretton et Campos de Haringworth ad Ripam de Weland excludendo Villam Campos Boscos et Territoria de Haringworth et sic sequendo Ripam de Weland subter Gretton includendo Villam Campos et Boscos de Gretton usq ad Petra que sita est ad Ripam predict inter Prata de Gretton et de Coton in Pochia de Rockingham ad Petram que sit est in Divisā inter Rockingham et Gretton apud Planitie et Communia que dicitur le Sheir ab Rockingham Sheir et ab illa Petra sequendo Bundas de le Sheir que dividunt le Overfield predict et alijs Pastoz incūs de Rockingham et de Parco de Rockingham in Rockingham et Cottingham usq quondam Locum vocat Cottingham juxta Parcum predict ad Cursū Aquæ inter Campos de Cottingham et Rockingham Brook's end in Cottingham apud Occidentale Angulū ejusdem Partū et sic per Campos de que cadit in Aquam de Weland excludendo Maneriū Pratas et Pasturas vocat Coton et le Overfield predict et alias Pasturas inclusas de Rockingham predict et predict parci de Rockingham ac Caltrum et Villam de Rockingham cum Campis et Pratis que jacent ex boreali parte Predictæ Communie et Planicie vocat le Sheir et inter le Sheir predict et Aquam de Weland et que fuerunt Forrest Anno vicefimo supradict sed deafforeftantur aut menconantur fore deafforeftari per Cartem Dñi Regis nunc gerent datum vicefimo nono die Junij Anno Regni sui decimo quarto et a predict Aquæ Cursū qui cadit in Weland sequendo Ripam de Weland usq ad Drimagsforth existē prima Bunda Forest predict in Balliva de Rockingham ut supradictū est ET JURATORES predict ulterius dicunt super Sacrum suū quod prima Bunda Forest predict in Balliva de Brigstock in Forest predict incipit apud Riling Brigge Gate et deinde ascendendo per Bundas de Geddington Woods per Ductū Aquæ carren juxta Stanford Wale que Ducit ad Villam de Geddington et sequendo viā illā ad Medium Arcem Poniis de Geddington super Rivulum de He et sic sequendo Ripam de He ad Portas Fluviāles de Boughton Anglice Boughton Water Gate quondam vocat Boughton Mill et sic per Hayam de Boughton quondam vocat Vetus Fossatū transiendo Thrapston Way ad Piper's Irons includendo Piper's Irons et super Hayam de Bancrofts includendo Villam et Campū de Geddington et excludendo Villā Campos Clausū Boscos et Territoria de Boughton et Warkton et excludendo Clausū vocat Bancrofts usq ad Brigge Trees Corner existē Angulū Australe de Geddington Woods et sic sequendo Bundas de Geddington Woods ad Bancrofts Gate includendo Langley usq ad Portam de Brigstock Parke et sic excludendo Parcos de Brigstock sequendo Bundas Partū predict includendo Geddington Woods ad Haslock Gate in Campis de Brigstock et sic sequendo Bundas de Brigstock Park ad Angulū de Cockrode Close et excludendo Cockrode Close Plafhey Close et Colby Lees et excludendo Clausū vocat Over Grindalls et Nether Grindalls in Brigstock predict includendo Campos de Brigstock et sic sequendo Bundas de Brigstock Parks usq ad Prestcrofts Corner et sic ad Wallow Hatch includendo Wallow Lane Close excludendo Cathead Closes et Warly Thiek includendo Campos de Brigstock ad Fisher's Parke Corner et

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fic sequendo Hayas de Farming Woods ad Quercum vocat Seven Oke Et sic includendo Boscum vocat Cherrie Lapp ad Angulū Parci de Liveden excludendo Villam Campos Boscos Valla Terras et Territoria de Sudhorow Leffwick Drayton Illipp Slipton Grafton Underwood Aldensicle Cranford Woodford et Tawwell et excludendo Boscos de Burton et Boscum de Wadenhoe et excludendo Liveden Parke et Clausū Campos Boscos et Territoria de Liveden sequendo Bundas de Cherrie Lapp usq ad Harley Riding et includendo Harley Riding et viam vocat Deen Rode descendendo per Deen Rode ad Cruces de Brigstock et Benefield apud Lulcott Pond et sic ascendendo per Divisas inter Brigstock et Benefield usq ad Quercū vocat Bowcase Tree et sic ad Angulū de Harris Parke includendo Brigstock et excludendo Villam Campos Boscos Terf Valla Planos et Territoria de Benefield et ab Harris Parke Corner sequendo Bundas de Brigstock que dividunt a Weldon magna usq ad Boscū vocat Cothicke excludendo totū Weldon Magnū et excludendo Boscos de Cothicke et Thrapston Hill et includendo Farming Woods usq ad Angulū de Landymere et deinde per divisas inter Campos de Brigstock et de Stanyerne transiendo Harpers Brooke usq ad Geddington Woods includendo Brigstock et excludendo Villā Campos Boscos et Territoria de Stanyerne et sic sequendo Bundas de Geddington Woods usq ad Paddock Gate et ibidem intrando Paddock Riding per Divisas inter Geddington Woods et Stanyerne excludendo Boscos de Stanyerne vocat Wenhawe Westmore Hedges et Borough Solke et excludendo Boscum in Geddington vocat le Affart et excludendo parvū Clausurā prope Ruffinge Brigg vocat Morgan's Saxe includendo Geddington Woods usq ad Ruffinge Brigg Gate existit prima Banda Forestē p̄dicti in Ballivā de Brigstocke ut supra dictū est ET JURATORES p̄dicti ulterius dicunt quod prima Banda Forestē p̄dicti in Foresta sive Ballivā de Clive als Cliffe in Forestē p̄dicti incipit apud

Campos de Dreenthorpe apud Bladefstyle et ascendendo per Bundas de Hawkes Okes Copice que Dividunt a Dreenthorpe vocat Burne Coppy usq ad Horefrothe excludendo Burne Copice et Boscos Clausuras et Planos de Dreenthorpe p̄dicti et includendo Hawkes Okes Copice et Boscos vocat Earl's Woods et ab Horefrothe descendendo per Bundas de Earl's Woods que dividunt Benefield usq in Pitta prope Clausū vocat Frindshaw in Bidding in Pothis de Owendell excludendo Benefield cum Campis Boscis et planis et excludendo Frindshaw usq in Owendell et sic ad Tottenhoe quondam vocat Benefield Hatch et de inde sequendo Bundas inter Tottenhoe Woods qui sunt in Foresta et provest Clifos ad Angulū Clausū vocat Spencer's Horne Tottenhoe Brooke als Brooke excludendo Provost Clifos et Spencer's Horne p̄dicti et sic sequendo Bundas de Tottenhoe Woods ad Angulū de Flasket Leyes et de inde excludendo Flasket Leyes descendendo per Cruem vocat Croffe et de inde ascendendo per Bundas de Morehaie includendo Morehaie Haangins et Oldfale et Alme Ryding et Newhawe ad Angulū Bosci vocat Newwood excludendo Newwood et de inde sequendo Bundas ejusdem Bosci vocat Southwicke Copice quondam vocat Boscum de Southwicke usq ad Howgate includendo Southwicke Copice et excludendo Villā Campos Boscos Clausū planos et Territoria de Southwicke et excludendo Villā Campos Boscos Clausū et Territoria de Cothelstocke et Glapthorne et ab Howgate sequendo Bundas inter Boscum vocat Colethers et Boscum Comit de Newport vocat Howwoode excludendo Howwoode et quondam Clausū vocat Stockwell Clifos et includendo illā partem p̄dicti Bosci vocat Colethers qui non imparetur in parcum de Apethorpe et sic excludendo parcum de Apethorpe et sequendo Bundas ejusdem parci includendo Morehaie Lande et Morehaie Woods usq Apethorpe Green et includendo Horefrothes ad Bundas de Cliffe includendo Cliffe et excludendo Calvehey Woods et Calvehey Clifos usq ad Calvehey Bridge et excludendo illas partes Ville et Campof de Apethorpe que jacent ex australi et occidentali partibus Rivuli ibidem et includendo illas partes Ville et Campof de Apethorpe p̄dicti que jacent ex Boreali et Orientali partibus ejusdem Rivuli et includendo Boscos vocat Sulehey Fennes et Shortwoods et a Villa de Apethorpe descendendo per Ripam Rivuli p̄dicti ad Villā de Wood Newton excludendo Campos et Territoria de Wood Newton p̄dicti que jacent ex australi parte Rivuli p̄dicti et includendo Residuū Ville Campof Boscardi et Territoria de Wood Newton except Bosco prioris de Finshed vocat Hali als the Prior's Hall cum Watergalls et Manerio p̄dicti prioris ibidem et Feodo de Holt et de Eketon et Boscū ibidem vocat Newton Spianney Que omnia excluduntur extra Forestā et sic sequendo Rivulū p̄dicti usq ad Bundas de Fotheringhay apud Walcott Hedge excludendo Villā Campos Boscos parvū Clausū et Territoria de Fotheringhay et includendo Villā Campos Boscos Terf et Territoria de Naffington except le Southfeild de Naffington p̄dicti qui excluduntur extra Forestā et sic descendendo inter le Southfeild p̄dicti et Villā de Naffington usq ad Ripam de Nene et de inde sequendo Ripam de Nene includendo Villā Campos Boscos et Territoria de Yarwell (Except quibundam Boscis vocat Riaghaw als Dringhawe Whiteley's Bush Shrubbs et Lmores Copice qui excluduntur extra Forestā et sic ulterius sequendo Ripam de Nene usq ad Caput Villē de Walmesford et de Walmesford ascendendo per viā vocat le Justice Ryding usq Gibbses Croffe et de inde usq portam vocat Swearing Gate excludendo Boscos vocat Thorahugh Woods et Johns Woods et excludendo meum parcum de Cliffe et includendo p̄dicti Boscos de Sulehey Fennes et Shortwood usq ad Bundas de Cliffe et includendo Villā Campos Boscos et Territoria de Cliffe p̄dicti (except parco p̄dicti sequendo Bundas de Cliffe Parke usq ad Bundas de Westhey apud Kingfale Gate Et ibidem includendo Westhey Woods et excludendo Villā Campos Boscos et Territoria de Wytterling et excludendo Villā Campos Boscos et Territoria de Easton sequendo Bundas de Westhey Woods usq ad Hornetlock et de inde usq ad Colliveston Gate et ab inde sequendo Bundas de Westhey Woods usq ad Bundas de Duddington includendo Westhey Woods et Catesmere Copice et excludendo Boscos de Colliveston et ab Angulo de Catesmere Copice includendo Cornwell Greene usq ad Culvermells et de inde sequendo Bundas de Duddington que dividunt a Colliveston usq ad Ripam de Weyland excludendo Villā Campos Boscos

Terras et Territoria de Colliweston et includendo Villa Campos Boscos Terras et Territoria de Duddington et sic sequendo Ripam de Weyland usq; Duddington Ford et de inde sequendo Campos de Duddington usq; ad Portam de Westhey Woods vocat Duddington Gate excludendo Villā Campos Boscos et Territoria de Wakerley et a Duddington Gate sequendo Bوندas de Westhey Woods usq; ad Duddington Fair Tree et ab inde sequendo le Justice Rylinge inter Westhey Woods ac Terras et Boscos super prioratus de Finshed usq; ad Serehall Gate excludendo Scitum et Ambitū dicti super Prioratus et Boscos Clausū Teri et Territoria ejusdem sup prioratus de Finshed et a Serehall Gate sequendo Bوندas de Westhey Woods usq; ad Cliffe Whitestone excludend Boscū vocat B ---- sale et quādam Clausū vocat Blatherwicke Cliffe et a Cliffe Whitestone sequendo Bوندas de Cliffe que dividunt a Blatherwicke includendo Cliffe et transeundo Rivulum ibidem usq; ad Bوندas de Morehey Woods et sic sequendo Bوندas de Morehey Woods que dividunt a Blatherwicke usq; ad Bulwicke Gate excludendo Villā Campos Boscos Parcū Teri et Territoria de Blatherwicke et a Bulwicke Gate descendendo per Bوندas de Morehey Woods juxta Bulwicke Shortleys et ibidem transeundo Villā Regiā in divā de Bulwicke usq; ad Bوندas predicti Boscorū vocat Earle's Woods excludendo Bulwicke Shortleys et sic sequendo Bوندas de Earle's Woods que dividunt quibūdam pāstū vocat Edye Woodes excludendo Edy Woodes et totā Villā Campos Boscos Terras et Territoria de Bulwicke et excludendo Villā Campos Boscos Teri et Territoria de Laxton et excludendo Villā Campos Boscos Terras Planas et Territoria de Deen et Derenthorpe predicti et includendo Boscos de Earle's Woods usq; le Blindfile in Hawke's Oakes Coppice existit prima Bunda Foresti predicti in Foresta five Ballivat de Clive ab Cliffe ut supradictum est ET POSTREMO Juratores predicti dicunt super Sacrum suū quod nulla alia five plura Manneria Villæ Teri Bosci Loca five Territoria quęcumq; ultra vel extra Metas Limites vel Bوندas præsentia mentionat esse Bunde Foresti predicti sunt infra Terminos Metas Bوندas vel Limites Foresti predicti vel vulgariter cognat fuerunt esse infra Terminos Metas Bوندas vel Limites Foresti predicti in Anno vicesimo Dñi Regia Jacobi supradicti predicti sepālibus parcellis pāntea mentionat fore deafforestat per sepeales Literas Patentes dicti Dñi Regis auct Caroli solummodo exceptis IN CUJUS RFI TESTIMONIUM hanc p'senti Inquisitioni tam Commissionarij predicti quam Juratores predicti Sigilla sua apposuerunt datum die Anno et Loco supradicti.

In p'sentia { Charles Cockayne Viridat Balliat de Rockingham & Brigstock. }
 { Thomas Elmes Un Viridat Forrest five Balliat de Cliffe. }

Law, Manley,	Thomas Elms,
John Lucas,	John Elms,
Henry Welnden,	Willm Tayler,
John Lumley,	John Hewit,
William Cradock,	
Willm Maydwell,	
W ^m Springer,	
John Atkins,	

This is a true Copy of the Record filed in the
 Petty Bag Office.

THO^s MENDHAM, a Clerk in the said Office.

N^o 2.

A LIST of divers Grants from the Crown, of Lands, Offices, and Privileges, within the Forest of Rockingham.

In ROCKINGHAM BAILIWICK.

- 21 Nov. 1 Mary — To Edward Griffin, Esq', Of the Manor and Hundred of Corby, with
in Fee. all Woods, Underwoods, &c.
- 25 Dec. 13 Ja. I. — To Sir Robert Rich, in Of the Woods and Woodlands, called Cor-
Fee, by Woods, known by the several Names
of Sower Lease, Lower Sower Lease,
Bare Wood, and divers others, within
the Manor of Corby, containing 1,214
Acres.
- 9 July. 14 Eliz. — To Sir Christopher Hatton, Of certain Woods, called Cottingham
in Fee. Woods, Middleton Thicke, Great and
Little Swinhawe Coppice, and divers
others.
- 22 July. 5 Cha. I. — To Sir Christopher Hatton, Of certain Woods, Coppices, and Wood-
in Fee. lands, called Pipewell Woods, in or
near the West Bailiwick; and also divers
Woods near Bensfield Lawn, Wood-
hawe, and Corby Woods.
- 5 July. 25 Eliz. — To Sir Christopher Hatton, Of the Custody, Herbage, and Pannage of
in Fee. the Lawn of Bensfield; and the Office
of Keeper of the Deer there; and divers
other Offices, within the Bailiwick of
Rockingham.
- 10 July. 4 Cha. I. — To Edward Lord Montagu, Of the Office of Master Forester of the
for Three Lives. Bailiwick of Rockingham; and of the
several Walks called the Lawn of Bens-
field, Corby Woods, Woodhawe, Thorn-
hawe, and Welthawe, or West Bailey, in
the said Bailiwick of Rockingham; and
of Geddington Woods, in the Bailiwick
of Brigstock.
- 29 June. 14 Cha. I. — To Lewis Watloo, Esq'. Of the Castle, Town, and Park of Rock-
ingham.

In BRIGSTOCK BAILIWICK.

- 1 Dec. 5 Ja. I. — To Roger Montagu, and Of divers Lands in the Parish of Brig-
others, in Fee. stock, and elsewhere, within the Forest
of Rockingham, reserving all Forest
Rights over the same.
- 23 Dec. 45 Eliz. — Robert Earl of Salisbury, Of the Great and Little Parks of Brig-
in Fee. stock.—N. B. This Grant was con-
firmed by subsequent Letters Patent,
dated 2 March, 9th James II. by which
the said Parks were put out of the Re-
gard of the Forest.

9 Mar.

- 9 Mar. 5 Ja. I. — To Henry Lord Mordaunt, Of 254½ Acres of Woodland, allotted in the *Pasture* of Aldwinckle, in the Forest of Rockingham.
- 25 Feb. 3 Cha. I. — To John Lord Mordaunt, Of certain Coppices, called Stanfoke Coppice, Old Dry Hill, Nether Laundimore, and divers others, in the Bailiwick of Farming Woods, containing 704. 3, excepts the Timber and Saplings, and the Herbage of the said Woodlands for the Deer; also the Office of (val^{ue} Forestor) Page or Groom Keeper of Farming Woods, and of the Woods, Underwoods, and Woodlands, within the said Bailiwick.
- 23 July. 4 Cha. I. — To Nicholas Pay, Esq^r, and Clement Bellamy, Gent. in Fee, Of all Timber Trees and Saplings in the Coppices comprised in the last mentioned Grant, containing 704. 31 and in divers other Coppices in the Walks of Moorbay and Wylbay, in the Bailiwick of Cliffe.
- 26 Feb. 3 Cha. I. — To Edward Lord Montagu, in Fee. Of certain Coppices, called Uphill Coppice, Colepit Coppice, Lufcott's Coppice, and divers others in Geddington Woods, within the Bailiwick of Brigstock, excepting all Timber Trees and Saplings, and all the Herbage of the said Woodlands for the Deer and Wild Beasts there, and all Mines; and also of the Office of (val^{ue} Forestor) Page or Groom Keeper of Geddington Woods Walk.
- 20 Aug. 4 Cha. I. — To Edward Lord Montagu, in Fee. Of the Timber and Saplings excepted by the preceding Grant.
- 17 Jan. 28 Cha. II. — To the same, in Fee. Of the whole Walk of Geddington Woods, and Two Lodges, with the small Closets thereto belonging, and the inclosed Lawns there, with Two Plains, called Langley Plain and Haffocks Plain; and all Ways, Roads, and other Places there; and all the Deer in Geddington Woods Walk aforesaid, with the Privileges of Free Chase and Free Warren there.

IN CLIFFE BAILIWICK.

- 24 April. 5 Edw. VI. To Sir Walter Mildmay, in Fee. Of the Mannors of Apethorpe, Wood Newton and Yarnwell, and the Park of Apethorpe, with their Appurtenances.
- 29 Jan. 3 & 4 Phil. & Mary To Sir Walter Mildmay, in Fee. Of the Office of Forester and Keeper of Solehay Farms and Shortwood, within the Bailiwick of Cliffe.
- 3 Aug^r. 13 Eliz. — To Sir Walter Mildmay, in Fee. Of divers Woods and Coppices within the Walks of Solehay Farms and Shortwood, except all Oak Trees Ten Inches Square, Three Feet above the Ground, and sufficient Browse for the Queen's Deer, and other wild Beasts there.

to May

A P P E N D I X, N° 2, 3.

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- 10 May. 11 Ja. I. — To Sir Walter Mildmay, in Fee. Of divers Lands, called Buthrobs, Springhawe, als Bringham, Caldey, and Stockwell Dicks, within the Bailiwick of Cliffe.
- 23 Dec. 11 Ja. I. — To Thomas Kirkham, in Fee. Of divers Lands, called East and West Bodlows, Long Hedges, Monk's Dick, and many others, in the Manor and Parish of Southwick, in the Bailiwick of Cliffe.
- 30 May. 4 Cha. I. — To Nicholas Pay and Clement Bellamy, in Fee, in Trust for the Earl of Westmoreland. Of certain Coppices, called Great and Little Tottenham Coppices, Old Sale Coppice, Senler's Coppice, and divers others, containing together 1,525 Acres within the Walks of *Moorhay* and *Wylby*, except all Oaks Ten Inches square, Three Feet from the Ground, and the Lops and Tops of all Oaks, being Timber; and all Minces; and the Heritage of the said Woodlands for the King's Deer, and other wild Beasts; also the Office of Forester, or Keeper of the Lawn of Moorhay.
- 23 July. 4 Cha. I. — To the same Persons, in Fee. Of all the Timber Trees, Lops and Tops, &c. except and reserved by the last-mentioned Grant.
- 4 April. 4 Cha. I. — To William Cooper, Esq', in Fee. Of the Office of Forester and Keeper of Wethaye.

N° 3.

The 21st March 1678.

ROBERT LACKSTON, aged about Forty-four Years, Keeper of a Walk within his Majesty's Forest of Rockingham, in the County of Northampton, called Gretton Wood Walk, doth depose, That he having been Keeper of the said Walk for above Five Years last past, and born within the Parish of Gretton, where he has lived all his Life Time, doth very well know the Lawn called Benefield Lawn, lying within the said Forest, which he conceiveth may contain about Three hundred and Fifty Acres of plain Ground, Statute Measure, without any Trees upon it, not commonable to any Parish. And also the West Bailiwick or West Walk lying within the said Forest, which he conceiveth may contain about Two hundred and Sixty Acres of Wood Ground, Forest Measure, to which there is about Sixty Acres of Plains adjoining, commonable for all Cattle. And also the Woods called Woodhaw, alias Wadehaw, and Thornehaw Woods, lying within the said Forest, which he conceiveth may contain about Three hundred Acres of Forest Measure. And also the Woods called Corby Woods, in the said Forest, which he conceiveth may contain about Four hundred and Ten Acres of Forest Measure; to which there is a Plain adjoining, called Rockinghamshire, containing, as he conceiveth, about Three hundred Acres, commonable for all Cattle. And also the Woods called Gretton Wood Walk, within the said Forest, consisting of several Parts, whereof One Part, called Gretton Woods, he conceiveth may contain about Six hundred and Sixty Acres of Forest Measure; and One other Part, called Little Wellden Woods, about Two hundred Seventy-five Acres of like Measure; and another Part, being Part of Corby Woods, within the said Walk, he conceiveth may contain about Four hundred and Fifty Acres of Statute Measure: All which said Wood Grounds, called the West Walk, Woodhaw als Thornehaw Woods, Corby Woods, and the said Woods in Gretton Woods Walk, are Coppice Woods, and commonable by the Great Cattle of the adjacent Towns at the End of Seven Years after the Fall of any of the said Coppice Woods. And there is also Three Plains, called Blowers Plain, Pulling Plain, and Middle Plain or Straights, containing together about a Hundred Acres; and another Plain, Part also of Rockinghamshire, containing about a Hundred Acres more, all lying within the said Walk called Gretton Woods Walk; the first Three Plains being commonable to the Great Cattle of Gretton Parish, and the aforesaid Part of Rockinghamshire being commonable for all Cattle within the said Parish of Gretton.

That the Premises are divided into Five Walks, to every of which there is a Keeper's Lodge, and about Two Acres of Ground inclosed to every one of them.

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That

That these Walks lie all contiguous and adjoining together, and do now maintain about Four hundred Deer in the Whole, whereof there is usually served, upon His Majesty's Warrants, about a Brace of Bucks, and a Brace of Dors, Yearly, out of each Walk.

And this Deponent likewise saith All the said Walks and Premises do lie distinct from the Residue of the said Forest, the nearest Part being about Two Miles from Farming Woods, and as far from Geddington Woods, and about Four Miles from Wally and Moosey Walks, being all Parts of the said Forest of Rockingham.

William Jones, aged about Eight-and-Forty Years, Keeper of the West Walk above mentioned, for about Nine Years last past, and born in the Lodge belonging to it, where he hath lived all his Life, do testify the Truth of the above Deposition of Robert Lackston.

Rob. Laxton.
William Jones.

Jurant 21st Die Martij
An^o 1676. Coram me,
B. BERTIE.

A true Copy of the original Deposition remaining in the
Office of the Surveyor General of the Crown Lands,
examined by

W^m HARRISON,
Acting Surveyor General.

N^o 4.

ELIZABETHA Dei Gratia Anglie Francie et Hibernie Regina Fidei Defensor &c. Omnibus ad quos presentes littere pervenerint Salutem cum nos ante hac per Litteras nostras patentes gerentes datas vicesimo octavo die decembris anno Regni nostri decimo quarto pro consideratione in eisdem Litteris Patentibus mentionat Dederimus et concesserimus pro nobis Heredibus et Successoribus nostris dilecto et fideli Servienti nostro Carolo Moryson Amigero Custod^e lande nostre de Benefield infra Forestam nram de Rockingham in Comitatu nostro Northampton unacum Offic^e Valeci et Gromet Custodi ejusdem lande et feras^r nostrarum infra landem nram predictam ac etiam Officiu Custodi de le Outwoods vocat^r Thornehawe Wood Woodchaw alias Wadehawe et Corby Woodes infra forestam nram predictam in Comitatu nostro predicto ac etiam officiu Custodi de Gratton Woods et de le West Badwicke infra predictam forestam nram de Rockingham ac infra Ballivam nram de Rockingham in foresta nostra de Rockingham predicta in comitatu nostro predicto. Ac etiam Custodi et Gubernacionem omniu feras^r nras infra landem Offic^e Silvas et Ballivam nostram predict^r. Et ipsum Carolum Moryson Custodi omnium feras^r nras infra landam Offic^e Silvas et Ballivam predict^r fecerimus et constituimus per eandem litteras patentes Que omne et singula Offic^e et cetera premissa Johannes Farmor miles ad tunc nuper antea habuit et occupavit et ad manus nras per five post mortem ejusdem Johannis Farmor devenierunt Habendum gaudendum et tenendum occupandum et exercendum predicti Offic^e et eor^{um} quolibet prefato Carolo Moryson per se ipsum sive per sufficientem deputatum suum sive deputatos suos sufficientes pro termino vite ipsius Caroli Moryson unacum omnibus Vadiis et aliis proficiis quibuscunque eisdem officiis et or^{um} quilibet debuit et consuevit pro ut per eandem litteras patentes Inter alia in eisdem Contentis plenius liquet et apparet. Quasquidam litteras patentes prefatus Carolus Moryson nobis in Cancellarium nram remisit et sursum reddidit Cancellari^{us} ea intentione quod nos alias litteras nostras patentes de officiis predictis et ceteris premissis in predictis prior litteris patentibus mentionat et specificat dilecto et fideli Consiliario nostro Christophoro Hatton militi Vice camerari nostro sub magno Sigillo nostro Anglie facere dignaremur. Sciatis quod nos in consideratione sursum reddicionis predictae quam in hac parte acceptamus ac in consideratione boni veri fidelis et acceptabilis Servicii nobis per prefat. Christoforu Hatton militem Vice Camerari^{um} nostrum predictum ante hac multipliciter impensis de Gratia nostra speciali ac ex certa Scientia et merito merito nostrum dedimus et concessimus Et per presentes pro nobis Heredibus et Successoribus nostris DAMUS et concedimus prefato Christophoro Hatton Custodi lande nostre de Benefield predict^r infra forestam nostram de Rockingham in predicto Comitatu nostro Northampton; unacum Offic^e Valeci et Gromet Custodi ejusdem lande et feras^r nostras infra landam nostram predictam, ac etiam officiu Custodi de le Outwoods vocat^r Thornehawe Wood, Woodchaw alias Wadehawe, et Corby Woods infra forestam nostram predictam in comitatu nostro predicto; ac etiam Officiu Custodi de Gratton Woods alias Gratton Woods predict^r et de le West Badwicke infra predictam forestam nostram de Rockingham ac infra Ballivam nostram de Rockingham in foresta nostra de Rockingham predicta. DAMUS et concedimus etiam pro nobis Heredibus et Successoribus nostris per presentes prefato Christophoro Hatton Custodi et Gubernacionem omniu feras^r nostras infra landam Offic^e Silvas et Ballivam nostram predictam et ipsum Christophorum Hatton Custodi omnium feras^r nostras infra landam Offic^e Silvas et Ballivam predictas facimus et constituimus per presentes Habendum Gaudendum Tenendum Occupandum et Exercendum predicti Officia et eor^{um} quolibet et predicti Custodi et Gubernacionem et eorum quolibet prefato Christophoro Hatton Heredibus et Assignatis suis ad solam opus et usum dicti Christophori Hatton Heredum et Assignator^{um} suor^{um} imperpetuum, occupandi, et exercendi,

excoꝛdatis per nos, seu vel seipſos ſive per ſufficientem deputatem ſuam ſive deputatos ſuos ſuſſicientes
quodcumque impetentiam; Unacum omnibus redditibus et aliis proſiculis quibuscunque eideſdem Officiis
et Cuſtodibus et ſuſceptibus ſuis alicui debet et conſuevit Solvelſis et annuatim percipient eideſdem Chriſtophoro
Haton Hereditibus et assignatis ſuis per manus Rangenſis foreſte noſtre preſentis de perſonis
et Reverentibus annuatim ſolui ad feod^u Caſtrei de Rockingham ad feſta Sancti Michaelis Archangelii
et Paſche per equales porciones ſimul cum omibz aliis proſiculis conſiderationibz et advantageſ dicti Offi-
cium Cuſtodis et eor^u cu libi ſeu alicui ſpectant in tam amplis modo et forma Prout Fred^{er} Johannes Farnor
aut Carolus Morſus aut aliqua alia perſona ſive perſone preſente dicta Officio et Cuſtod vel eor^u
aliquam vel aliquod occupant ſive occupantes habuerunt ſeu perciperunt habent ſeu percipiunt in et
pro executione eor^u Officior^u et Cuſtod vel eor^u, alicuius. Ac inſuper de uberiori gratia noſtra ſpeciali ac
ex certa Scientia et mero motu noſtris Deditis et conceſſimus ac pro nobis Hereditibus et Succelloribus
noſtris per preſentes Damos et concedimus eideſdem Chriſtophoro Hatton tam in predicta landa noſtra
de Benefield et in predi^{ct} Boſt vocat^u Thorneſhaw Woods alias Wadhawe Corby Woods, Gratton
Woods, quam in dicta ſilva vulgaris nuncupat^u le Weſt Bailiwick et in eor^u aliis omnes et quacunq^{ue}
arboꝛ que vento ſeu aliquo alio aſſu impoſit^u aliquo tempore predict^u exiſt^u Anglice vocat^u
Windfall Trees nec non omnes et ſingulas arboꝛes, et boſcos, vulgari^{ter} nuncupat^u Deer fallen wood
Browſwood et vermin Trees ac omnes mori. Boſt non portat^u ſola tam infra dictam landam de
Benefield quam in predict^u Boſt aut in eor^u aliquo, Habendum et percipiendum eaſdem arboꝛes vocat^u
Windfallen Woods, Deerfallen Wood, Browſwood, Vermin Trees, et mori Boſt, preſatis Chriſtophoro
Hatton Hereditibus et assignatis ſuis ad ſolum opus et uſum dicti Chriſtopheri Hatton Hereditum
et assignator^u ſuor^u in perpetuum abſque aliquo pro inde nobis Hereditibus vel Succelloribus noſtris
reddendo ſolvendo vel faciendo. Et ulterius ſcitis quod nos de ampliori gratia noſtra ac ex certa
Scientia et mero motu noſtris Deditis et conceſſimus ac pro nobis Hereditibus et Succelloribus noſtris
per preſentes Damos et concedimus eideſdem Chriſtophoro Hatton Hereditibus et assignatis ſuis cum Offi-
cio predict^u totum illud caput Meſſuagium noſtrum vocat^u the lande lodge, infra landam noſtram predictam
Habendum et Tenendum ſc^{ilicet} Caput Meſſuagium preſatis Chriſtophoro Hatton Hereditibus et assignatis
ſuis ad ſolum opus et uſum dicti Chriſtopheri Hatton Hereditum et Assignator^u ſuor^u impetpetu.
Volumus tamen quod Gardianus Foreſte noſtre predict^e pro tempore exiſtens et assignat^u ſui ſi
voluerint habebunt et exercebunt predict^u caput Meſſuagium de tempore in tempus quam diu
morant^u taxaverit vel traſerunt ibidem ad ſuper intend^u foreſtam noſtram predictam et non aliter abſque
impedimento predict^u Chriſtopheri Hereditum vel Assignator^u ſuor^u ſive eor^u aliquis. Et preſente de uberiori
Gratia noſtra ac ex certa Scientia et mero motu noſtris dedimus et conceſſimus ac pro nobis Hereditibus
et Succelloribus noſtris per preſentes damos concedimus et ad firmam dimittimus eideſdem Chriſtophoro
Hatton tenent^u Herbagium et pannagium lande noſtre predict^e. Habendum occupandum et
Gaudendum dict^u Herbagium et Pannagium lande noſtre predict^e preſatis Chriſtophoro Hatton
Hereditibus et assignatis ſuis ad ſolum opus et uſum dicti Chriſtopheri Hatton Hereditum assignat^u
ſuor^u impetpetuum ſolvendo annuatim pro eideſdem Herbagio et pannagio nobis Hereditibus
et Succelloribus ſimil^{iter} reddendo et ſimil^{iter} pro eideſdem ab antiquo debet et conſuevit prout antea uſit^u et
pro eideſdem ſolui ſuit. Et ulterius volumus et per preſentes concedimus pro nobis Hereditibus
et Succelloribus noſtris de Gratia noſtra ſpeciali ac ex certa Scientia et mero motu noſtris preſatis
Chriſtophoro Hatton Hereditibus et Assignatis ſuis quod ipſi preſatis Chriſtopherus Hatton Heredit^{es}
et assignati ſui ſemper impoſit^u habebunt Gaudendum et exercebunt Offi^{ci} et Cuſtod predict^u et
cetera premiſſa ad eor^u et eor^u ſolum et proprium opus et uſum abſque aliqua conditione in lege
Offi^{ci} et Cuſtod predict^u et ceteris premiſſis ſive eor^u vel eor^u alicui annex^u et abſque periculo aliquo
aut aliqua conditione in lege foreſa faciend^u ſuſtinent^u Offi^{ci} et Cuſtod predict^u et ceter^u preſentis
ſive eor^u aliquid licet preſatis Chriſtopherus Hatton Heredit^{es} vel assignati ſui aut eor^u aliquis
aut aliquis deputat^u eor^u ſeu eor^u alicuius Offi^{ci} et Cuſtod predict^u et ceter^u premiſſis ſeu eor^u aliquo
vel aliquo ſecundum legis exigentiam non utatur aut non utent^u ſed abutatur aut abutent^u, ac
inſuper Voluntas ac per preſentes pro nobis Hereditibus et Succelloribus noſtris de Gratia noſtra ſpeciali ac
ex certa Scientia et mero motu noſtris concedimus preſatis Chriſtophoro Hatton Hereditibus et Assignatis
ſuis quod bene liceat et licet ibidem Chriſtophoro Hatton Hereditibus et Assignatis ſuis ad eor^u
libitum et bene placitum de tempore in tempus de cetero impetpetuum cum ſuperius rationabilibus
aut ſuſſatis Aſſerare includere et in coppingare omnes et ſingulos boſcos et ſubboſcos terras
Boſcales ſuos vocat^u Gretton Woods ſeu Gratton Woods and Little Welden Woods ſeu vocat^u vel
Cogſin per Aliquod vel aliquo ſonitum predict^u et eor^u quambi^{us} et quambi^{us} jaco^{bi} ſeu exiſtent infra
foreſtam noſtram de Rockingham predictam nec non ſimil^{iter} ad eor^u ſeu eor^u alicuius libitum et bene placitum
ſuoculare amputare aſperare et abſcariare omnes et omnino^{rum} boſcos ſubboſcos et arboꝛes quacun-
que de in et ſuper boſcos ſubboſcos terſi boſcal^{es} et Coppiceas ſuas predictas de tempore in tempus creceſ-
ſive exiſtent^u Ac etiam boſcos ſubboſcos Coppiceas et terſi boſcal^{es} ſuas predictas ad libitum et bene
placitum ipſius Chriſtopheri Hatton Hereditum et Assignator^u ſuor^u de tempore in tempus includere et
includi cultodire et retinere poſſit aliquam Succellionem eor^u demer^{it} ea omnia agere facere et per
implere abſque aliqua licentia n^{ost}ra hereditum vel Succellor^u noſtor^u aut de vel ab aliquo Juſſicario foreſte
predict^e viridat^u Gardien locum tenent^u Regardat^u ſeu miniſtr^u n^{ost}ri hereditum vel Succellor^u noſtor^u ſive
aliquibus Juſſicariis ſeek^u viridat^u Gardien locum tenent^u Regardat^u ſeu miniſtris noſtris vel Succellor^u
noſtris foreſte de Rockingham p^{re}ſent^u ſeu eor^u alicuius vel aliquibus Offi^{ci} Cuſtod^u et Miniſtr^u noſtris Heredit^u
vel Succellor^u noſtris quibuscunque foreſte n^{ost}re predict^e Hebd^u obtinend^u ſive impetrant^u et abſque aliquo
impedimentu^o occasione ſive calumnia caput Juſſicari^u noſtri hereditum vel Succellor^u noſtor^u foreſte
predict^e aut abſque alienis Offi^{ci} Cuſtod^u vel miniſtr^u n^{ost}ri vel Succellor^u noſtor^u cuſquocunque aut
aliquo Offi^{ci} n^{ost}ro Cuſtod^u vel miniſtror^u n^{ost}ror^u aut Succellor^u noſtor^u quorum cunque aliqua lege ſtatuto
vel Acto Parliamenti Aut Aliquis legibus Statutis vel Actibus Parliamenti aut Aliqua alia reſolu-
ta vel materia quocunque in contrariu inde non obſtati et hoc abſque aliquo brevi et ad quod dampnu^u
ſeu aliquibus aliis brevibus ſive Inquiſitionibus aut mandat^u ſuper inde habend^u ſeoid^u aut proſequend^u.
Volumus

Voluimus etiam ac per presentes concedimus prefato Christophoro Hanton quod habeat vel subducit has Lras nostras patentes submagno Sigillo nostro Anglie debito modo factas et Sigillatas atque sine seu scudo magno vel parvo nobis in Manerio nostro seu alibi ad usum nostrum proinde quoquo modo reddendo solvendo vel faciundo. VOLUIMUS etiam insuper quod prefatus Christophorus Heredes et Assignati sui semper et de tempore in tempus impositi solvant et contentabunt quodlibet Cultori et Cultori premisi unde Offici predicti sic per presentes dat et concessi sunt vel alicuius inde parcellassia et singula scilicet eis vel eorum alicui quoquo modo spectati vel pertinere debet seu solvendi ac inde eos Heredes et Successores suos Acquisierunt exsolvant seu indemnes conservabunt imperpetuum. Ac etiam Semper et de tempore in tempus faciant per implere et per formabunt omnes et singulas reparaciones premissas ultime recentis seu eorum alicuius quoties opus fuerit imperpetuum EO QUOD EXPRESSA mentio de valore Annuo aut de certitudine premissis sive eorum alicuius aut de aliis donis sive Concessionibus per nos vel per aliquem predecessores sive predecessores nostros prefato Christophoro Hanton aut alicui alteri ante hec tempora facti in presentibus minime facti existant aliquo Statuto vel ordinatione provisione proclamatione sive restrictione in contrarium inde ante-hac habita facta edita ordinata seu provisa aut aliqua alia re causa vel materia quacunque in aliquo non obstante IN CUJUS rei testimonium has litteras nostras fieri fecimus Patentes Teste me ipsa apud Westmonasterium quinto die Julij anno regni nostri vicesimo quinto.

COR-GERARD.

N° 5.

WHEREAS by an Inquisition taken at Keutering, in the County of Northampton, the 17th Day of August last past, by virtue of his Majesty's Commission under the Great Seal of Great Britain, to certain Commissioners in that Behalf directed (of which Commission and Inquisition the foregoing are certified to be true Copies, as the same do remain of Record in Chancery) it is found by the Oaths of good and lawful Men that the Launde of Bracfield, within the Forest of Rockingham, in the County aforesaid, in the same Commission mentioned, as to Statute Measure, contains 384 Acres of Pasture, and no more, but as the Forest Measure contains 237 Acres, and no more, and that the Issues and Profits Annually accruing to the King from every Acre thereof, according to Forest Measure, are of the clear Annual Value (beyond Reprises) of Four Pence and not above, which Quantities and Values of the Premises being so ascertained by the said Inquisition, These are to direct and require you to make forth a Constat of the said Premises from the said Commission and Inquisition, and ratify the same, in order to the passing a Lease thereof under the Great Seal of Great Britain unto William Viscount Hanton, his Executors, Administrators, or Assigns, for the Term of 31 Years, or Three Lives (at the Option of the Lessee) reserving to his Majesty, his Heirs and Successors, an Annual Rent of Four Pence upon each Acre, Forest Measure; and you are to advise on the said Constat a Clause for discharging the Premises so to be leased of and from all Forest Duties for and during the said Term, as also all such other Clauses, Provisions, and Covenants and Agreements, as you shall think advisable to be inserted in the said Lease, for rendering the same effectual as well with respect to the Lessee as to His Majesty's Interest therein; and for so doing this shall be your Warrants. Whitehall, Treasury Chambers, 16 December 1719.

To our very loving Friend,
Hugh Cholmley, Esquire,
His Majesty's Surveyor General.

J. WALLOP.
GEO. BAILLIE.
WM CLAYTON.

N^o 6.Board of Green Cloth,
10th June 1791.

Gentlemen,

I HAVE caused the Books of this Office to be searched for Entries relative to Venison served from Rockingham Forest; and inclosed are Copies of such as have been found, together with an Account of the present Service from the different Walks of that Forest.

I am,

Gentlemen,

Commissioners of the Land Revenue Office.

Your most obedient
humble Servant,
F. H. DRAKE.

AN ACCOUNT of the several Walks in Rockingham Forest, according to a List sent by the Lord Hutton to the Board of Green Cloth, upon Request of the several Keepers of the said Forest, on the 18th December 1704.

In Rockingham Bayliwick.

					Boar
In Custody of the Lord Hutton.	The Lawn of Beayfield (disafforested 1719)	—	—	—	1
	Gretton Woods Walk	—	—	—	1½
	Corby Woods Walk	—	—	—	0
	The West Walk or West Bayliwick	—	—	—	1
	Wade Haw and Thorn Haw is of so small an Extent that no Warrants have been directed thither.	—	—	—	—
In Custody of the Lady Robinson.	Brigstock Bayliwick hath but One Walk.	—	—	—	—
	Farming Woods Walk	—	—	—	2

Cliffe Bayliwick.

In Custody of the Earl of Westmoreland.	Moorehay Lawae (disafforested 1719)	—	—	—	1
	Solchay Walk (disafforested 1719)	—	—	—	1
	Croft-a-hand Walk (disafforested 1719)	—	—	—	1
	Blackmore Thicket (disafforested 1719)	—	—	—	1
	Cowkes-Pitts doth not use to serve Warrants.	—	—	—	—
In Custody of the Earl of Exeter.	Wellhay Walk	—	—	—	1½
					13

Service in 1790.

				Boar.
Wellhay Walk	—	—	—	1½
West Bayliwick	—	—	1	4½
Gretton Woods	—	—	1½	
Corby Woods	—	—	2	
Farming Woods	—	—	—	2
				8

The 5th Day of June 1661, there was signed by His Majesty 17 Warrants for 34 Boars out of the several Places, Forests, and Parks hereunder set downe:

- 1 To the Keeper of Hallsbrow Walk—Whitewood.
- 1 To the Keeper of Wildhay Walke.
- 1 To the Keeper of Wakefield Walke.
- 1 To the Keeper of Shilbrooke Lodge.

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2 To

- 2 To the Keeper of Morehay Lodge.
 1 To the Keeper of Clyff Bayliwick.
 1 To the Keeper of *W^{est} Bayliwick*.
 1 To the Keeper of the Lawn of *Beufeld*.
 1 To the Keeper of Gullet Walke.
 1 To the Keeper of *Gretton Woods*.
 1 To the Keeper of *Corby Woods*.
 1 To the Ranger of Salfey Forest.
 1 To the Keeper of Farmingwoods, Whittlewood Forest.
 1 To the Keeper of Gedyngton Woods, Rockingham.
 1 To the Keeper of Shulchay Walke, Rockingham.
 1 To the Keeper of Welfy Bayliwick, Whittlewood.

The 10th of July 1661, these Warrants were signed by His Majesty for Venison.

From Woodstock Parke, by One Warrant, One Brace of Bucks.
 One Brace by another Warrant from Sparrows Walke, in Whittlewood Forest.
 One Brace from Thomas Walke, *etc.*
 One Brace from Leonard Bowmans, ... *etc.*
 One Brace from the Ranger from the Forest, . . . *etc.*
 Two Brace from Richmond New Parke.
 One Brace from the North Parke of Hampton Court.
 One Brace from the Middle Parke of . . . *etc.*
 One Buck from the New Parke for the Officer.
 One Buck for the Master of the Household, from the Keeper of Corby Woods.
 One Buck for Sir H. Wood, from the Keeper of the North Parke of Hampton.
 One Buck for Mr. Fox, from the Keeper of the House Parke of Hampton.
 One Buck from Wakefield Walke, for Sir George Barker.
 One Buck from Nonfuch Parke, for Sir W^m Bowman.
 One Buck from New Parke, for Leonard Pinkney, Esq^r, Chief Clerk of the Kitchen.
 One Buck from Sholbrook Lodge, for John Sayer, Esq^r, Mr Cooke.

N^o 7.

Gentlemen,

I RECEIVED your Letter by the last Post, requesting me to send you a List of the Offices and Officers for which the Deer out of my District of Rockingham Forest are supplied, shewing how many of each Sort are served for the Use of the King's Household, how many returned to Orders from the Conserver's Office, or Clerk of the Venison Warrants, and the Number served to each of the Forest Officers, and by what Warrant.

I serve Annually to Warrants signed by S ^r F. Drake, and directed to } be delivered at the King's Larder in S ^t James's Place. — — }	Bucks. Br.	Does. Br.
	4½	4½
To the Chief Justice in Eyre — — — 1 }	1	1
To his Clerk, as his Fee — — — 1 }	10	10
To the Five Verdurers, &c. 2 Brace each — — —		
Total —	15½	15½

The Verdurers write their Orders, and send them to the Keepers of the different Walks.

I am,

Gentlemen,

Kirby,
7th Feb^r 1791.

Your most obedient
humble Servant,
GEO. FINCH HATTON.

The Commissioners of the Land Revenue Office.

Sir,

Kirby, 27th February 1791.

IN compliance with the Request of the Commissioners of the Land Revenue, I transmit you the Names of the Gentlemen to whom the Ten Brace of Bucks and Ten Brace of Does are Annually delivered, and the Titles of their respective Offices, and the Number supplied to each.

†

Sir

A P P E N D I X, N^o 7, 8.

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Sir George Robinson, Baronet, Deputy Lieutenant of the Forest	—	2 Br.
Sir William Dolben, Baronet	—	2
John Robinson, Esq ^r	—	2
Samuel Isted, Esquire	—	2
Thomas Thrusby, Esquire	—	2
Verderers		—
		10

I am, Sir,
Your most obedient
humble Servant,

W^m Harrison, Esq^r.

GEO. FINCH HATTON.

N^o 8.

COPY of an Ancient Paper in the Office of the Surveyor General of the Crown Lands, intitled, "A STATE of the Forrest of Rockingham," without Date, but appearing to have been written prior to the Disafforestation of Geddington Woods Walk, in the Year 1676.

IF it be examined, it will appear that Geddington Wooder Walk differeth from the rest of the Walkes in Rockingham Forrest, for it lyeth on the Outside of the Forrest, by it self, and the Coppices thereof lye distinct by themselves, and not intermixed wth any other Woodes of the same Forrest, but separate there-from by the Common Feildes of Stanyon Brigstock, and Little Oakely, and in regard that all the Coppices and Plaines are Comortible to Five Townes, & nothing severall for the Deere but a small bushey Lane of 13 Acres, affording no Hay for the Deer, so that no considerable Number of Deer can be maintayned, & if the Lord Montagu, who hath the Keepership in Fee, had not constantly, in the Time of Snow, or hard Weather, sent them Hay for their Reliefe, out of his owne Groundes adjoining to it, it would have had much fewer Deer in it.

For the rest of the Forrest it standes thus: The Lord Hatton hath the Keepership of severall Walkes in Rockingham Baylywick, and the Lord Rockingham One Walk, called Corby Woodes, The Woodes of Corby Walke are the Lord Cardigan's; One Coppy amongst the Lord Rockingham. Almost in the Midst of these Woodes, the Lord Hatton hath the Keepership of Benefield Lawne, about 400 Acres of severall Groundes, wherein the Deer feed, & affordeth every Year for great a Quantity of Hay that it doth not only serve the Deer, but severall Loades of Hay is sold to Neighboures of the Countrey every Year; of w^{ch} Woodes the Lord Hatton hath the Keepership, many of them belonging to others, as to Mr. Brent, Cottingham & Middleton Woodes to Mr. Brookes, of Great Oakely, a Wood called Sowerlays Carthead to Mr. Downehall, some Coppices in Welden Woodes to the Lord Rockingham, for Farming Woods, w^{ch} are S^r John Robinson's, and he hath the Keepership of them; there belongeth to that Walk a great Lawne about 200 Acres in Severallie, where the Deer doe feed; & a fair House upon it, & a great Quantity of Hay is got every Year for the Deer.

For Westhay Walk, in Cliff Baylywick, the Woodes are the Lord Westmoreland's, & the Keepership belongeth to the Earle of Essex; Moorhay, where are severall Walkes, the Lord Westmoreland hath the Keepership in Fee, & most of the Woodes, the rest are the Lord Halyfaxes; there is a great Lawne in Moorhay, about 300 Acres, where there is a great Herd of Deer, & a great Quantitie of Hay got every Year for the Deer; Sulehay Walk, the Lord Westmoreland hath the Keepership in Fee, & a large Lawne in it; the Underwood belongeth to him, but the great Oakes, of such a Bignesse, are the King's, and not granted; the Sizes of small Oakes, or Saplings, that he may sell, is set downe in the Grant to his Ancestors. I thinke it was granted in Queen Mary's Time.

A true Copy—Examined by

W^m HARRISON,
Acting Surveyor General.

N^o 9.

N^o 9.

To the King's Most Excellent Majesty.

The humble Petition of Edward Lord Montagu, of Boughton, in the County of Northampton.

Humbly Sheweth,

THAT whereas Your Majesty's Royal Father, by Letters Patent bearing Date the 26th Day of February, in the Third Year of his Reign, for the Consideration of £.850, did grant unto Your Petitioner's Father, and his Heirs, all the several Coppices of Wood and Underwood lying in Goddington Woods, within the Bailiwick of Brigstock, within the Forest of Rockingham, in the County of Northampton, and the Soil thereof, under the Yearly Fee Farm Rent of £.10, excepting the Timber Trees, and the Herbage for the Feed of the Deer, and all Mines therein; And by the said Letters Patent did also grant unto your said Petitioner's Father, and his Heirs, the Office of Under Forrester of the said Woods called Goddington Woods. And whereas Your Majesty's Royal Father, by other Letters Patent, bearing Date the 20th Day of August, in the 4th Year of his Reign, for the Consideration of £.1,000, did grant unto Your Petitioner's Father, and his Heirs, the said Timber Trees so formerly excepted, which said Woods is one of the Walks of the said Forest of Rockingham, and is mentioned in the said Letters Patents by Estimation to contain 708 Acres, One Rood, and besides the Herbage and Mines so excepted as aforesaid, in the said First Letters Patents, there is still remaining there to Your Majesty, the Deer, the Lodges, a little Lawnd of Ten Acres in Severalty, and the Ridings and Plains which are Commonable, but all of an inconsiderable Value, and nothing of Revenue or Profit.—Now whereas the said Walk lieth very near the Chief Mansion House of the said Petitioner, and the said Walk, and the Coppices thereof, lie distinct by themselves, and not intermixed with any other Woods of the same Forest, but separate therefrom by Common Fields; and that it will be a great Grace and Favor from Your Majesty, and an Accommodation of much Pleasure to your Petitioner and his Family, to have the same made a Chase, and to remain to them so, yet, nevertheless, subject to the Common and Interest of the Commoners:

Your Petitioner most humbly beseecheth that Your Majesty, of Your Grace and Favor, will be pleased to grant unto Your Petitioner, and his Heirs, the said Game of Deer, Herbage, Lodges, Lawnd, Ridings, and Plains, and that the same, together with the said Woods and Coppices, may be turned into a Free Chase, and granted to Your Petitioner, and his Heirs, discharged from the Forest and Forest Laws.

And Your Petitioner, as in Duty bound, shall pray, &c.

EDWARD MONTAGU.

At the Court at Whitehall, Sept^r 21st 1676.

His Majesty, being graciously disposed to gratify the Honorable Petitioner in any reasonable Suit, is pleased to refer the Consideration of this Petition to the Right Honorable the Lord High Treasurer of England, to report what His Majesty may fitly do in it for the Honorable Petitioner's Gratification, whereupon His Majesty will declare his further Pleasure.

JO. WILLIAMSON.

Wallingford House, the 5th October 1676.

My Lord Treasurer is pleased to refer this Petition to Sir Charles Harbord, Knight, His Majesty's Surveyor General, to examine the Nature and Value of the Grant desired by the Honorable Petitioner, and to report his Opinion therein to his Lordship.

CHA. BERTIE.

May it please your Lordship,

I have considered this Petition of my Lord Montagu, and have perused the several Letters Patents therein mentioned, the first dated 26th February Ann^o 3rd Nup^o R^o Carol. containing a Grant to Edward Lord Montagu deceased (the Petitioner's Father) his Heirs and Assigns for ever, in Consideration of £.850 paid ad Reception Sc^olar^o, of the several Coppices called Goddington Woods, mentioned in the said Letters Patents to contain 708 Acres, and One Rood,

§ lving

APPENDIX, N^o 9.

45

lying within His Majesty's Forest of Rockingham, in the County of Northampton, wherein all Timber Trees and Saplings, and Royal Mines, and Herbage for the Deer, are especially excepted; and containing a Grant of the Office of Under Forester of the Walk called Geddington Woods, to the said Lord Montagu, his Heirs and Assigns, to commence from the Death of William Earl of Exeter, since deceased, together with all Fees, Profits, and Commodities thereunto belonging.

The Second Patent, dated 20th August, 4th ejusd. Rⁱ in Consideration of £.1,000, paid at the said Receipt, containing a Grant of all the said Timber Trees and Saplings, to the said Lord Montagu, his Heirs and Assigns, to be taken at his and their Will and Pleasure.

Touching the Quantity and Value of the Lodges, Lawns, Ridings, and Plains, mentioned in this Petition, which are still in the Crown, and whereof this Honorable Petitioner desires a Grant, together with the Game of Deer within the said Walk, and the Benefit thereof, and the Liberty and Franchise of Free Chase within the same, to be granted to his Lordship and his Heirs, I am informed, by the Testimony of Norwich Wignall, Gentleman, who hath been Keeper of the said Walk for above 30 Years last past, and other Persons of good Credit, upon their Oaths, That the said Lodges and Lawns do not contain above Thirteen Acres of enclosed Ground, and in Severalty; and that the said Ridings, Plains, and Roads, lying within and between the said Woods and Coppices, do not contain above One hundred and Ninety Acres of Commonable Ground, by Statute Measure, wherein His Majesty hath only the Right of Soil, and Feeding for his Deer, open and subject to the Feeding of the Commons Cattle of Five Towns adjacent, and the Highways leading through the same, so that there cannot be well kept above Two hundred Deer upon the said Walk, whereof His Majesty hath not usually taken above a Brace of Bucks, and a Brace of Does, Yearly: That there is no Hay growing within the said Walk; but this Honorable Petitioner hath usually made the Keepers an Allowance of Hay out of his own Grounds, for the better Support of the Deer in Winter Season; and hath also allowed them Running for some Horses in his Coppices, the said Lawn being not sufficient to feed them, which is a Detriment to his Woods; and they believe it will be no Prejudice to any other Part of the said Forest, to have this Walk taken out of it.

In case His Majesty shall be pleased to turn the said Walk into a Free Chase, as is humbly desired, I think it may be convenient for Mr. Attorney to take Care that it exceed not farther than the Fences and Boundaries of the said Woods, Lawns, Ridings, Plains, and Roads aforesaid.

Which, nevertheless, I most humbly submit to your Lordships Judgment.

C. HARBORD,

1st Dec^r 1676.

The foregoing are true Copies of the Entry in the
Office of the Surveyor General of the Crown
Lands, examined by

W^m HARRISON,
Acting Surveyor General.

N^o 10.Decima nona Pars PATEN. de Anno Regni R^e Caroli Tercio.

D. Concessit Johi D^{no} Mor- } REX Omibz ad quos &c Sal^{em} SCIATIS Qd nos tam q^{uod} & in
dant Sibi & Hered. } Considerat^{io}ne Suine Mille Centum & quinquagint^a Librar^{um} Lega-
gal Mooete Anglie ad Recept^{um} S^{an}cij n^{ost}ri Westm^{onasterii} ad Usu^m o^{mn}i^{um} q^{uod} d^{ic}tum nob^{is} Johem D^{no}m Mor-
dant de Turvey p^{er} Manibz bene & fidelit^{er} solut^{um} uode fatem^{ur} nos p^{ro}p^{ri}os fore satisfact^{os} & q^{uod} solut^{um}
Eundemq^{ue} Johem D^{no}m Mordant Heredes Executores & Administratores suos & eo^{rum} q^{uod}erunt
inde & de qual^{itate} lade parcell^{arum} acquietat^{um} & exontat esse inq^{ui}ssim^{um} q^{uod} p^{ro}sentis q^{uod} div^{er}s^{is} alijs
bonis Causis & Considerac^{io}nibz nos ad q^{uod}ntas s^{an}cijal^{iter} move^{re}. Necnon de Av^{er}sament^{um} p^{ro}dict^{um}
& q^{uod}ntas fidel^{it}er D^{no}st^{rum} & alio^{rum} de privato Consilio n^{ost}ro de Gra n^{ost}ra Sp^{eci}ali ac ex c^{on}tra Sciencia &
mero motu n^{ost}ris D^{no}st^{rum} & Concessim^{us} ac q^{uod} p^{ro}sentis q^{uod} nob^{is} Heredibz & Successoribz n^{ost}ris Dam^{us}
& Concedim^{us} p^{ro}dicto Johi D^{no} Mordant Heredibz & Assignatis suis (inter alia) Officiu^m Valeat^{um}
Forest^{um} n^{ost}re Heredum & Successor^{um} n^{ost}ro^{rum} de Farming Wood necnon Omⁿi^{um} Boscu^m Subboscu^m Cop^{er}cia^m
& T^{er}ra^m Boscu^m p^{ro}dict^{um} infra Ballivat^{um} de Farming Wood p^{ro}dict^{um} infra d^{ic}t^{um} Forest^{um} de Rocking-
ham ac ip^{so}m Johem D^{no}m Mordant Heredes & Assign^{atos} suos Valeat^{um} Forest^{um} & Valeat^{um} Forest^{um} n^{ost}ro^{rum}
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& T^{er}ra^m Boscu^m p^{ro}dict^{um} infra Ballivat^{um} de Farming Wood p^{ro}dict^{um} q^{uod} nob^{is} Heredibz & Successoribz
n^{ost}ris Facim^{us} Ordina^m & Constitui^m q^{uod} p^{ro}sentis Habend^{um} Tenend^{um} Gaudend^{um} occupand^{um} &
extend^{um} Omⁿi^{um} p^{ro}dict^{um} p^{ro}dicto Johi D^{no} Mordant Heredibz & Assignatis suis q^{uod} se q^{uod}nt^{um}
sufficietem Deputat^{um} suu^m live Deputat^{um} suos sufficiet^{um} imediate post mortem p^{ro}dict^{um} & q^{uod}nt^{um} fidel^{it}er
Consanguin^{um} & Consiliu^m n^{ost}ri Will^{elmo} Cuni^m Exon vel a Tempore quo Officiu^m q^{uod} d^{ic}t^{um} de^{us} Ser-
viciu^m n^{ost}ru^m M^{ag}ist^{rum} Fleetwood Miles q^{uod} Assignac^{io}em inde q^{uod} p^{ro}sentis Consiliu^m ei^{us} fact^{um} modo het
& tenet q^{uod} Sursum redditu^m sive q^{uod} quocunq^{ue} aliu^m legale^m Modum Primo & p^{ro}p^{ri}o vacavit aut
ad Manus n^{ost}ras Heredum vel Successor^{um} p^{ro}dict^{um} devenire consigit^{um} unacum omⁿi^{um} & singulis v^{er}is
Fid^{el}it^{er} q^{uod}nt^{um} Commodit^{um} & advantag^{um} d^{ic}t^{um} Officio s^{an}cijal^{iter} sive p^{ro}cur^{um} in tam amplis modo & Forma
q^{uod} ut^{um} Wills Comes Exon aut aliquis alius live aliqui ali^{um} Offic^{um} p^{ro}dict^{um} modo vel ante hac h^{ab}ens
vel ex^{ist}ens hentes vel Ex^{ist}entes huic aut q^{uod}cept^{um} h^{ab}ent^{um} aut q^{uod}cept^{um} de & in eodem absq^{ue}
Composito seu aliquo alio q^{uod}nt^{um} nob^{is} Hered^{um} vel Successoribz n^{ost}ris quocunq^{ue} modo reddend^{um} solvend^{um}
vel facient^{um}. VOLUNT^{UM} ULT^{IMU}M ac q^{uod} p^{ro}sentis q^{uod} nob^{is} Hered^{um} & Successoribz n^{ost}ris de ampliori
Gra n^{ost}ra sp^{eci}ali ac ex c^{on}tra Sciencia & mero motu n^{ost}ris Concedim^{us} p^{ro}dict^{um} Johi D^{no} Mordant Here-
dibz & Assign^{atos} suis Qd^{um} he^{re} L^{it}te n^{ost}re Paten^{te} vel Irroculamen eodem ac omⁿi^{um} & singul^{is} D^{no}st^{rum}ores
& Concess^{um} in eisdem contene^{re} sive men^{te}at^{um} s^{an}cij^{um} firme & valide & in Pleno Robore & Vigore
suis Stabunt & exist^{ent} non obstant male notand^{um} vel non notand^{um} male recitand^{um} vel non recitand^{um}
p^{ro}dict^{um} Boscu^m Subboscu^m T^{er}ra^m Boscu^m Cop^{er}cia^m Boscu^m & Subboscu^m & certa p^{ro}missa s^{an}cij^{um} q^{uod} p^{ro}sentis
q^{uod}nt^{um} concess^{um} aut eo^{rum} aliquid vel aliqua aut aliquam inde parcellam aut Quantitat^{em} aut Num^{er}um
Ac^{um} p^{ro}miss^{um} aut alit^{er}q^{ue} inde parcell^{arum} aut aliquam Villam Paroch^{ie} Hamlet^{um} Lo^{rum} Bunt^{um} q^{uod}nt^{um}
vel Com^{um} in quo vel in quibz p^{ro}dict^{um} Boscu^m Subboscu^m T^{er}ra^m Boscu^m Cop^{er}cia^m & certa p^{ro}missa aut
aliqua inde parcell^{arum} existunt vel existunt vel exist^{ent}. ET non obstant non recitand^{um} aut non
men^{te}atand^{um} aut male recitand^{um} aliquam vel aliquas Dimissionem Domⁱⁿⁱ vel Concessionem Dimissi-
ones Dona vel Concessionem q^{uod}nt^{um} sur aliquem Progenit^{um} vel Antecessor^{um} n^{ost}ro^{rum} de p^{ro}missis sue de
aliqua inde parte vel parcell^{arum} antehac fact^{um} exist^{ent} de Recordo vel non de Recordo. ET non obstant
aliquibz Defectibz de C^{on}tinuac^{io}ne vel Computac^{io}ne aut Declarac^{io}ne vel Omission^{um} veri ant^{er}ior^{um} Valor
q^{uod}nt^{um} miss^{um} aut alicujus inde parcell^{arum} aut annu^m Reddit^{um}. restat de in & sup^{er} q^{uod}nt^{um} miss^{um} aut aliquam
inde parcellam in h^{is} L^{it}ris patentibz exp^{re}ss^{um} & cont^{en}t^{um} vel non exp^{re}ss^{um}. Est non obstant Statut^{um}
in Parliam^{entu} Dⁿⁱ Henrici oct^{avi} Regis Anglie Sexti Antecessoris n^{ost}ri Anno Regni sui Decimo
Octavo fact^{um} & edit^{um}. ET non obstant Statut^{um} in Parliam^{entu} Dⁿⁱ Henrici oct^{avi} Regis Anglie Qu^{ar}ti
Anno Regni sui Primo fact^{um} & edit^{um}. ET non obstant aliquibz alijs Defectibz in non notand^{um} aut non
recte notand^{um} natur Gen^{er} Sp^{eci}es Quantitat^{em} aut Qualitat^{em} q^{uod}nt^{um} miss^{um} aut alicujus inde parcell^{arum}. ET
non obstant Qd^{um} q^{uod}nt^{um} missa infra Forestam o^{mn}i^{um} existunt vel non existunt. ET non obstant Qd^{um}
de Consecrat^{um} Aff^{ix}is Forest^{um} in p^{re}sentibz non sit M^{en}cio aut aliquo Statuto Act^{um} Ordinac^{io}ne Procla-
mac^{io}ne Restrict^{io}ne seu Consecrat^{um} aut aliqua Re in contrariu^m inde in aliquo non obstant alie^{re}
exp^{re}ss^{um} mencio &c. IN CUJUS Rei &c. T^{er}ra, apud Westm^{onasterii} Vicesimo Quinto Die Februarij.

q^{uod} B^{is} de Privato Sigillo, &c.This is a true Copy from the Original Record remaining in
the Chapel of the Rolls, having been examined.

N^o II.

THE Earl of Upper Ossory, by virtue of his Grants, dated August 28th 1772, claims to hold for 99 Years, or during the Lives of himself, the Marquis of Stafford, and Richard Fitz Patrick, Esquire, and the Survivor of them, the Office of Master Forester and Keeper of Farming Woods, in the Forest of Rockingham, and Supervisor of Vert and Venison of the said Woods, Receiver of Fines and Amerciaments therein, the Office of Bailiff of Brigstock, except Gedding-ton Woods the Herbage and Pannage of the New Land of Farming Woods, also the Hundred of Orillingbury and Mellesey, in the County of Northampton, the Rents of Aid of the Sheriff within the said Hundred, and all Rights, &c. together with all Wages, Fees, Profits, Commodities, Advantages, and Allowances, to the same Offices belonging, and all Courts, Fines, Amerciaments, Justifications, within the said Hundred, also the Wages of £. 3. 6. 8. a Year, and 3d. a Day Ranger's Fee, to be paid out of the Issues of the Forest of Rockingham, and the Castle and Demesne Lands thereof, and the Castleward Rents, also a Power of constituting a Ranger of the said Woods, and of appointing a Clerk or Steward of the Court of the Forest; his Lordship also claims, under the said Grant, all Deer-fallen and Wind-fallen Wood, Vermin Trees, and Coppice Hedges, within the said Woods.

Under Two Grants or rather Purchases from the Crown, dated 30th May, and 23d July, 4th Charles the First, Lord Ossory is entitled in Fee to all the Timber Trees and Underwood in Farming Woods. Farming Woods is supposed in those Grants to contain about 800 Acres, the Woods or Coppices after cutting are in Band, or fenced against the Deer for Four Years, and against the Commoners Cattle for Seven, both of which Terms are too short for the tolerable Preservation of either Underwood or Timber, according to the present Mode of Stocking by the Commoners, who turn in larger Beasts, and more in Number, for Want of due Regulation by Forest Courts, than formerly.

It is evident that the Succession of Timber in all Rockingham Forest cannot be kept up under the present Usage of Commoning, which in so large a Tract is a National Consideration.

The Parish of Brigstock in which Farming Woods lies, being included in the Perambulation of the Forest, made in the Reign of Charles the First, claims, and has always enjoyed, a Right of Common in the Open Woods there. The Parish of Sudborough has also Cattle usually Commoning there, though it is apprehended they can have no Right, not being a Forest Town, and expressly excluded in the Perambulation; and no Part of the Parish being within the Bounds of the Forest, it is considered only as an Escape Common.

All Cattle ought to be taken out of the Forest from Martinmas to Lady Day, and during the Fence Month; but these Regulations, for Want of Forest Courts, are not enforced.

Upon a fair Calculation in Money, taken upon the Number of Beasts and Horses usually Commoning upon Farming Woods, it is worth about £. 50 per Annum to those who enjoy it, and the Cattle do Damage to a much greater Amount to the Timber and Underwood.

Brigstock, and all its Open Fields lying within the Perambulation of the Forest, it is contended that the Deer ought not to be molested when found ranging over them, but the Occupiers of the Fields may exclude them, by keeping up the Forest Fence, and stopping the Gaps, for which they are allowed to cut Wood out of it.

This Privilege of the Deer ought to be set against that of the Right of Common in the Woods.

The following is a Statement and Valuation of the Heads of Lord Ossory's Grants,

Office of Master Forester, &c.

Under this Head Lord Ossory has the Benefit of the Management and Disposal of the Deer, the Number of which vary, but the present Average enables him to kill 34 Bucks, and as many Does Annually.

The following necessary Deductions of Profit must be made:—To the Crown, by Warrants from the Board of Green Cloth or Master of the Household, 4 Bucks and 4 Does, One of each to the Forest Verderer, and there is also a Claim of another.

Compensation Venison allowed to the Proprietors of neighbouring Grounds and Purlieus, for Liberty to beat back the Deer, without which Permission the Stock could not be supported, 8 Bucks and 8 Does.—Remain for Lord Ossory's Use 21 Bucks and 21 Does.

Value

Value in Money.

21 Bucks, at £. 4 each	—	—	£. 84 — —
21 Does, at £. 1. 10 each	—	—	31 10 —
			£. 115 10 —

Expences attending the Keepership.

Keeper and Under Keeper's Wages, at the lowest, £. 50 per Annum; Lodge built at the sole Expence of the late Grantee, Repairs and Taxes, £. 20 per Annum; Incidents, Prosecutions of Deer Stealers, &c. £. 10 per Annum; Hay for Deer, £. 45 per Annum.

Total Expences	—	—	£. 125 — —
Total Profits	—	—	115 10 —
Balance	—	£.	9 10 —

Receivers of Fines and Amerciaments in said Woods.—No Value.

Bailiff of Brightock.—No Value.

Herbage and Pannage of the New Land of Farming Woods.—There is no Place at Farming Woods known at present by that Name.

Receiver of Cattle Ward Rents — — — — £. 7. 8. 6.

The Hundred of Ordingbury and Mellesey, consists of Rents called Sheriff's Aid, amounting Annually to £. 6. 17. 6. collected with Difficulty, and the Expences of Collection and holding Courts are equal to the Value;—therefore of no Value.

The £. 3. 6. 8. and 3 d. a Day Ranger's Fee, to be paid out of the Revenues of the said Forest of Rockingham, &c. are never paid;—therefore no Value.

The Profits of Lord Offory's Grant may be therefore said to be none; standing thus:

By Profits by Cattle Ward Rents	—	£. 7 8 6
Lost by Keepership	—	9 10 —

Though the Earl of Upper Offory's Grant is of no Value in Point of Profit, it is not denied to be very eligible to him, and has been enjoyed by his Ancestors since the 22^d of Charles IInd, when it was granted to Sir John Robinson, from whom Lord Offory immediately derives.

The usual Mode of renewing is, when a Life drops for the Grantee in Possession to present a Memorial to the Lords of the Treasury for a Renewal, and to surrender the subsisting Grant, upon which invariably a new one is made out, without any Fine whatever. The Expences attending the Renewal are about £. 200; the Whole of which is distributed at the different Offices through which the Patent passes, and no Part is paid into the Treasury, upon Account of the Crown or the Public.

It is evident from the above Statement, that the Reversion of the Grant in Question, after Three Lives at present in being, cannot be of any considerable Value; but Lord Offory, in order to be released from the Claims of the Crown, and admitting that if he was so, he might be enabled to improve his Property in the Woods, and have the Means of making some Agreement or Composition with those who claim a Right of Common, which he has not at present, is desirous whenever the Commissioners are enabled to treat with him, to purchase, at a fair and reasonable Price, the whole Rights and Interests of the Crown now granted to him by Lease, and whatever Price he pays will be an entire Gain of so much to the Public, who it does not appear have ever derived or are likely to derive any Advantage from this Grant, or the Renewal of it.

N° 12.

EXTRACTS from an Ancient Book in the Office of the Surveyor General of the Crown Lands, intitled, "THE FORREST OF CLIVE, alias KINGES CLIFFE;" appearing to be a Survey of the Bailiwick of Cliffe, in the Forest of Rockingham;—without Date, but supposed to have been made in the Reign of King James the First.

Rez.	—	—	ONE ^{apcell} of Wood called Blackmore thicke, lying between Bullwicke Greene and the Bound. The Kinge	107	1	10
			Freeh. conf	—	—	—
Morehay.	—	—	Five ^{apcells} of Wood, called by the severall Names of Ferro- bye, Foxholes, Little Craley, & Greate Craley, (together w th a Lodge & One Clofe in th' Occ. of James Bring- hurst) lyinge betwene Stone Bridge and Thistle Hill. The Kinge Freeh. conf	139	—	22
Rez.			One other Lodge and Clofe adjoyninge to One End of Greate Craley, & lying by Thistle Hill, in th' Occ. of John Cooke	5	2	3
Morehay.	—	—	Three ^{apcells} of Wood, called Williams Corner, Barnard's Sale, and Cook's pits Sale, adjoyainge to Thistle Hill and Byerie. The Kinge Freeh. conf	150	2	8
Morehay.	—	—	Five ^{apcells} of Wood, whereof One called Little Hor- shoves, One other Great Horshoves, One other Fairthornes, One oth' Hollowbrookes, and other Nowells, lying betwene the Common Field of Cliffe, called Morehay Field, and Hollow Brookes. The Kinge Freeh. conf	178	—	7
Rez.			Three ^{apcells} of Wood, One called The Scarre, and Two other Cringlesticks, lying betwene Hollow Brookes and Borethead. The Kinge Freeh. conf	189	—	36
Morehay.	—	—	Four other ^{apcells} of Wood, whereof One called Hollowe Wood not encopped, and lesse oute of Cringlesticke and Rushtales, One other Rushtales, One other Old Coppis, and One other Sencers Coppice, lying betwene the Laund, and Stonebridge. The Kinge Freeh. conf	253	3	36
Morehay.	—	—	Four other ^{apcells} of Wood, called Shirehill, Great Collifloes, Little Collifloes, and Southwicke Coppice, lying betwene Sencers Coppis and Howgate. The Kinge Freeh. conf	232	2	31
Morehay Laund.	—	—	One great Inclosure of Pasture and Woodl. Ground, called Morehay Laund, and the Course; and One faire Lodge, and another litle Lodge in the same, in th' Occ. of John Bates and Richard Bradshawe, lying betwene Goose Greene and Shire Hill. The Kinge Freeh. conf	316	2	28
Morehay.	—	—	One Lodge, and Two Clofes of Pasture and Woodl. Ground, adjoyninge to Ould Coppis, in th' Occ. of Robert Davies. The Kinge Freeh. conf	14	—	—
More.	—	—	Two ^{apcells} of Wood, called Great Tottenhoe & Litle Tot- tenhoe, lying betwene the said Flafoott Lease and Totten- hoe Brookes. The Kinge Freeh. conf	133	—	34

Rex. — —	One 4 th cell of Waste, called Goose Greene, thereunto next adjoining, and to the said 4 th cell, Freeh. conf — —	32 — 24
ansea inter alia Rex	One 4 th cell of Woode, called Hillys, lying betwene Goose Greene and Delamour Ridings. The Kinge Freeh. conf —	— —
Mountioye Blunt —	Four Sales or 4 th cells of Wood, called Hawkes Oke Sale, Wyndmore Hill, Albe Copice, and Fryers Hill Sale, lying betwene Edie Woods and the Bound at Friendshawe. Mountioye Blunt Freeh. conf — — — —	316 — 19
	One other 4 th cell of Wood, called Stone Sale, thereunto adjoining & lying, ut supra. Mountioye Blunt Freeh. conf —	88 — 8
Mountioye Blunt.	Two 4 th cells of Wood, called Great Bennets Chamber & Little Bennets Chamber, lying betwene Stone Bridge and Benyfield Hatch, alias Tittenho Hatche. Mountioye Blunt Freeh. conf — — — —	113 — 17
Mountioye Blunt.	One 4 th cell of Wood, called Newshawe, lying betwene Flacott Lease and Shire Hill. Mountioye Blunt Freeh. conf — — — —	79 — 23
Rex. — —	One Clofe of Pasture or Waste Ground, called Culverwell, alias the Short, next adjoining to Shermorey Hall, in th' Occ. of Colly Weston. Freeh. conf — —	19 — 7
	One 4 th cell of Waste, called the Shorte, lying betwene Jordans F. an' & Bushey Clofe, in th' Occ. of th' Inhab' of Clive & Doddingto. conf — — — —	119 — —
Westhay Forest. Rex.	Two 4 th cells of Wood, whereof One called Blesfest Sale, and th' other Buckton Sale, adjoining to the said Waste, and to Doddington Faire Tree, the Kinge Freeh. conf — —	99 — 14
	One other 4 th cell of Wood, thereunto next adjoining, called the Stocking Sale. The Kinge Freeh. conf — —	25 — 31
Westhay Rex	One Lodge & One Clofe, called Lodge Clofe, in th' Occ' of Thomas Ashley, and Two 4 th cells of Wood, whereof One called Lodge Sale, th' other Brand Sale, lying betwene the Shorte and Lodley Well. The Kinge Freeh. conf — — — —	159 — 14
	One 4 th cell of Waste, called Lodley Well Waste, thereunto adjoining, & lying betwene Norfolk Gate and Kings Sale. conf — — — —	28 — 33
Westhaye.	Fyve 4 th cells of Wood, whereof One called Little Ronghill, One other Grease Ronghill, One other Floures Sale, One other Nunnes Sale, & One other Cattemere Sale, lying betwene the said Waste and Culverwell. The Kinge Freeh. conf — — — —	149 — 9
Westhay. Rex	Two 4 th cells of Wood, called Fryers Sale & Kings Sale, lying betwene Cliffs Fair Tree and the Parke. The Kinge Freeh. conf — — — —	105 — 22

APPENDIX, N^o 12.

One $\frac{1}{2}$ cell of Wood, called Myrre Sale, next adjoining to the said Clofe. The Kings Freeh. cont		—	—	—	—
Four other $\frac{1}{2}$ cells of Wood, called Haselwood Sale, the Little Sale, Watkinson Sales, & Stockins Sale, lying together between the said Myrre Sale and Buckthorn Sale. The Kings Freeh. cont		—	—	—	—
Sulehaye — — One $\frac{1}{2}$ cell of Wood, called Great Lady Sale, lying between S ^r Anthony Mildmay, Gibbs Croft and Queens Sale. S ^r Anthony Mildmay Freeh. cont		—	—	—	—
One $\frac{1}{2}$ cell of Wood, called Little Lady Sale, thereunto next adjoining, in th ^e Occ ^r of S ^r Antho. Mildmay Freeh. cont		—	—	—	—
Shuley Lodge. — — One faire Howfe, called Shuley Lodge, w th Gardens, Orchards, & Walks, and One Parcell of Ground thereunto adjoining, called Driakhawe, alias Ringoe, in th ^e Occ ^r of S ^r Antho. Mildmay Freeh. cont		—	—	—	—
Compound. — — — — —		—	—	—	—
Rex. — — — Three Clofes of Pasture and Woodl. Ground, whereof One called the Laund, lying between Shuley Lodge and Marydens Grave, in th ^e Occ ^r of S ^r Anthony Mildmay, Naffington & Yarewell, Freeh. cont		—	—	—	—
S ^r Antho. Mildmay. — One $\frac{1}{2}$ cell of Wood, called Old Suley Haye, adjoining to the said Clofe, in th ^e Occ ^r of S ^r Anthony Mildmay Freeh. cont		—	—	—	—
S ^r Antho. Mildmay. — Fyve Sales or $\frac{1}{2}$ cells of Wood, whereof One called Thramtons Sale, One other Byard Copice, One other Queens Sale, One other Faire Oke Sale, and another Morton Sale, lying between Cliffe Parke and Shuley Lodge, cont		—	—	—	—
One other litle $\frac{1}{2}$ cell of Wood, called Spyres Copice, thereunto adjoining, S ^r An. Mild. Freeh. cont		—	—	—	—
S ^r Antho. Mildmay. — One greate Clofe of Pasture and Woodl. Ground, called Greate Shortwood, adjoining to Naffington Shortwood, cont		—	—	—	—
One other Clofe, called Little Shortwood, w th a Lodge in the same, called Ashlers Lodge, thereunto next adjoining, cont		—	—	—	—
One other Clofe, called Mountoy Sale, adjoining to Shortwood, cont.		—	—	—	—

Such Parts as are extracted agree with the Book
from which they are transcribed.

Examined by

WM HARRISON,
Acting Surveyor General.

N^o 13.

N° 13.

Vicesima secunda Pars. PATEN de Anno R^{egis} Caroli QUARTO.

REX Omnia ad quos dec. Saltem SCIATIS qd nos tñ qd & in Consideracoe Summe d^{omi}ni illi Libraf legalis Monet Anglie ad Recepf d^{omi}ni n^{ost}ri Westm ad usum n^{ost}rum qd p^{re}dictum & p^{re}quantidel Consanguini & Consiliar n^{ost}ri Willm Comiens E^{cc}cl^{ie} p^{re}sentibz bene & fidelis solut unde faciet nos plenar p^{re}sensat & p^{re}solut Eundem Willm Comitem E^{cc}cl^{ie} Hered Executores & Administ^{res} suos inde acquietat & exonerat esse imp^{er}im qd p^{re}sentes qm qd diva alijs bonis Causis & Consideracoe nos ad p^{re}sens spialit^{er} movent Necnon ad humilem p^{re}dictum Nollacem & Re- quiscicem d^{omi}ni Comit^{is} de Gira n^{ost}ra Spiali ac ex & etra Scitencia & n^{ost}ro Motu n^{ost}ri Damⁱ & Conces- sumⁱ ac qd p^{re}sentes qd nob Hered & Suc^{ce} n^{ost}ri Damⁱ & Concedimⁱ dilco nob Willm Coop de Thurgaton in Cor^{te} Noct^{is} Armig^{er}o Hered & Assignⁱ suis imp^{er}im Offic^{is} Forrestar & Custodⁱ de le Laund de Westhay infra Ballivat^{us} de Cliffe in Forresta n^{ost}ra de Rockingham in Co^{un} n^{ost}ro Northon Ac omⁿi^{um} Dama^{rum} Venat^{us} sive al^{ia} Per in p^{re}dict^{is} Laund de Westhay modo exiten^t & imp^{er}im in futur ac Omⁿi^{um} Logras p^{re}sens Comoditat^{is} Feod^{us} Advantag^{is} Bos^{is} Vocat^{us} Derve false Woods (Winde fallen Woods & Viny^{um} Trees) qd Offic^{is} Forrestar vel alio^{rum} qd Leges Forrestar Assignat^{is} infra qd. l^{it} Laund de Tempore in Tempus accidit^{is} contingen^t sive p^{re}sens Necnon o^mnⁱa & singla Fod^{us} & Denar Sumas ab antiquo usual^{is} solut & imp^{er}im solubil^{is} & solvend^{is} Forrestar d^{omi}ni Laund de Westhay qd Mag^{ist}ro Forrestar Forestar p^{re}dict^{is} Ac ip^{so} Willm Cooper Hered & Assignⁱ suis Forrestar & Custodⁱ ac Forrestar & Custodⁱ p^{re}dict^{is} Laund de Westhay qd d^{omi}ni qd nob Hered & Suc^{ce} n^{ost}ri Damⁱ Facimⁱ Ordinamⁱ & Constitumⁱ qd p^{re}sentes HABEND Tenid^{is} Gaudend^{is} occupand^{is} & exortend^{is} Offic^{is} p^{re}dict^{is} & certa p^{re}missa sup^{ra} qd p^{re}sentes p^{re}sentia & quilibet inde parcell^{is} p^{re}dict^{is} Willm Cooper Hered & Assignⁱ suis tam qd & qm qd sufficien^t Dep^{re}at^{is} sive Dep^{re}at^{is} suos sufficien^t imp^{er}im abq^{ue} Compo seu aliquo alio q^{ue}nd^{is} nob Hered vel Suc^{ce} n^{ost}ri al^{ia} quocumq^{ue}modo Reddend^{is} solvend^{is} vel facien^d NIHILOMINUS VOLUM^{us} ac lastaco n^{ost}ra est & p^{re}dict^{is} Willm Cooper qd & Hered & Assignⁱ suis Convenit & Concedit ad & cum nob Hered & Suc^{ce} n^{ost}ri qd p^{re}sentes Qd^{is} ip^{so} p^{re}dict^{is} Willm Cooper Hered & Assignⁱ sui nos Heredes & Succ^{ce}ssores n^{ost}ros de & ab omⁿi^{um} & singula Feod^{us} & Denar Sumis Forrestar & Custodⁱ Laund p^{re}dict^{is} & Scio n^{ost}ro solut sive solvend^{is} acquieta- bunt & exontabunt imp^{er}im & tantumodo al^{ia} omⁿi^{um} Feod^{us} & Denar Sumas qd Mag^{ist}ro Forrestar sive Custodⁱ aut Sup^{er}visorem Forestar p^{re}dict^{is} Forrestar & Custodⁱ Laund p^{re}dict^{is} solvi consue^{rit} P^{re}ter ea q^{ue} & Scio n^{ost}ro p^{re}dict^{is} ant^{er}iac solvi consue^{rit} habebunt Capient & p^{re}ceptient aliquid io p^{re}sensibz content^{is} in contrariu inde in aliquo non Oblan^t Eo qd exp^{re}ss^{is} Menco dec. IN CUJUS Rei dec. T, R, apud Westm quarto Die Aprilis.

q^{ue} B^{is} de privato Sigillo.

This is a true Copy from the Original Record remaining in the Chapel of the Rolls, having been examined.

JOHN KIPLING.

N° 14.

THE Earl of Exeter, under a Grant dated 4th April 4th Charles Ist. claims to hold in Fee the Office of Forrestar or Keeper of the Lawnd of Westhay, within the Ballwick of Cliffe, in the Forrest of Rockingham, in the County of Northampton, and all the Deer for Hunting, or other Wild Beasts, within the Lawnd of Westhay, and all Lodges, Profits, Fees, Advantages, Derve, Fallen Wood, &c.

And under a Grant of the 23d July, 4th Charles Ist. he claims to hold in Fee the Timber in Westhay.

Westhay is supposed to contain about 800^{ac}, of which about 700^{ac} are Wood Land, the rest open.

The Woods are divided into 18 Sales, one of which is cut every Year; after cutting, the Sale is in Band from the Deer 4 Years, from the Commoners Cattle Seven Years.

The Parishes of King's Cliffe and Duddington claim a Right of Common in Westhay; they usually flock from May Day to Old Martinmas, and have near 250 Head of Cattle in Westhay.

Westhay bordering upon the open Fields of Duddington and King's Cliffe, the Farmers and Cottagers of those Parishes fence against Westhay at their own Expence, to keep in the Deer, and

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53

to preferre their Corn from the Deer; but if the Deer do get into the Fields they cannot run a Dog at them.

The open Places in Wellhay, containing about 100^a are open to the Commoners at the same Time with the Woods not in Band.

The Earl of Exeter pays his Keeper £.40 a Year; in Addition to which the Keeper has the usual Fees from Presents of Venison made by his Lordship.

Lord Exeter also finds Hay for the Deer in the Winter, which costs him, upon an Average, Annually about £.60.

His Lordship serves the Crown Annually with 3 Bucks and 3 Does. He kills in the Year, on the Average, about 40 Bucks and 36 Does.

The Computation for his Lordship's Profits on the Deer, &c. will stand thus:

40 Bucks, at £.3	—	—	—	£. 120 — —	
36 Does, at £. 1. 10	—	—	—	54 — —	
					174 — —
Deductions,					
3 Bucks to the Crown	—	—	—	£. 9 — —	
3 Does, D ^r	—	—	—	4 10 — —	
Keeper's Salary	—	—	—	40 — —	
Hay	—	—	—	60 — —	
					113 10 —
Net Profit	—	—	—	£. 60 10 —	

If the Woods contain about 700^a, there will be open to the Commoners in each Year, on the Average — — — — 430^a
And shut up, or in Band — — — — 270

If the Pasturage of these 430^a, from Old May Day to Old Martinmas, is reckoned worth 2 s. an Acre, and the open Land 10 s. an Acre for the same Period, the Value will be as under:

430 ^a at 2 s. an Acre	—	—	£. 43 — —	} £. 93 — —
100 ^a of Open Field Land, at 10 s. D ^r	—	—	50 — —	
Two Thirds of this Value for the Commoners, is	—	—	62 — —	
One Third for the Deer, is	—	—	31 — —	
				93 — —

Or if the Pasture for the Cattle is computed at 5 s. a Head, from Old May Day to Old Martinmas (and it is believed not to be worth more) then the Pasturage of 250 Head of Cattle, at 5 s. each, is £. 62. 10. a Year.

From these Two Calculations it is apprehended Lord Exeter will necessarily pay in Land, to the Commoners of King's Cliffe and Duddington, for the Purchase or Exoneration of their Right of Common on Wellhay, in One Calculation, to the Value of £. 62 a Year; on the other, £. 62. 10. a Year.

The Deer delivered by Lord Exeter to the Crown has been Time immemorial unvaried; to be discharged from the further Claims of the Crown as to Deer (which he conceives to be the only claim the Crown has upon him) and from the Claim of Common, in order to hold the Estate in Severalty for ever, he expects he must pay the Value of the 3 Bucks and 3 Does, and the Value of about £. 60 a Year in Land, to the Two Parishes of King's Cliffe and Duddington.

N^o 16.

Carta Patrum Patrimonium de Annis Regni PHILIPPI R^{egis} & MARIE R^{egine}
Tercio & Quarto.

Rex & Regina Omnibus ad quos hæc Saluta Cum Wills Blount Miles nup^{er} Dñs Mountjoye fuit
fatus in Dñico suo ut de Frodo de & in uno Mefuagio una Virgo. Tei & tribs Ac^{ti} prati
cum quib^{us} in Yarwell in Con^{te} nro North & illa tenuit de pcharissimo p^{re} nro p^{re}late Regine
Henrico Octavo nup^{er} Rege Angl^{ie} q^{ui} Sviciu^m effendi Foreftarius fiv^e Cufos Ballive de Sulefermes
& Short Wood in Forefta de Clyve infra Foreftam de Rockingham cum quib^{us} in dco Con^{te} nro
North & q^{ui} Reddit quing Solid^{os} Ingul^{is} Arnis ad Felum S^{an}c^ti Mich^{elis} Archi folvend^{um} Cumq^{ue}
enam p^{re}dictos Wills Blount nup^{er} Dñs Mountjoye feifitus exitebat in Dñico suo ut de Foit de
& in Man^{er}ia de Apehorpe Woodnewton & Yarwell cum quib^{us} in dco Con^{te} North ac de & in
div^{er} fis alijs Mefuagijs T^{er}ris & Ten^{ent} in Apehorpe Woodnewton & Yarwell in dco Con^{te} North
Cumq^{ue} etiam p^{re}dictas Wills Blount Miles nup^{er} Dñs Mountjoye & omes alij quof^{os} Statum & In-
teffe de & in p^{re}dictis Man^{er}ijs T^{er}ris & Ten^{ent} dñus Wills Blount nup^{er} Dñs Mountjoye huit a Tem-
pore cujus contrarij Memoria Homi^{nu}m non exiftit fuerunt & gavi fuerant Lib^{er}ta^{te} no^{ta}nti &
faciend^{um} on^{us} Woodwardum in omib^{us} Bofcis fuis vocat^{is} le Hale Tamlynwood & Calfeij infra
Ballivat^{um} de Cliff in Forefta de Rockingham in dco Con^{te} nro North & Lib^{er}atam capiend^{um} Siccum
& Virid Bofcum quando voluerit infra p^{re}dict^{is} Bofcos vocat^{is} le Hale & Tamlynwood ac in omib^{us}
alijs Bofcis fuis infra Man^{er}ia & Dñis de le Hale Apehorpe Woodnewton & Yarwell in dco
Con^{te} North ac infra Ballivat^{um} p^{re}dict^{is} in Forefta p^{re}dict^{is} Cumq^{ue} etiam idem Wills Blount ac omes
alij quof^{os} Statum & Int^{er}ffe de & in Man^{er} T^{er} & Ten^{ent} p^{re}dict^{is} idem Dñs Mountjoye huit fuerant
& gavi fuerant uno lib^{er}o Haio infra p^{re}dict^{is} Bofcos fuos vocat^{is} le Hale Tamlynwood & Calfeij
infra Ballivat^{um} p^{re}dict^{is} in Forefta p^{re}dict^{is} Quicquidem Wills Blount Dñs Mountjoye de p^{re}dict^{is} Man^{er}
ac ceteris p^{re}dictis cum quib^{us} feifitus exiftent^{is} in Dñico suo ut de Foit obijt in fe feifitus n^{on} ejus
eodem Man^{er} Mefuag^{ij} T^{er} & Ten^{ent} cum quib^{us} ad Carolum Blount nup^{er} Dñm Mountjoye Filiu^m
& Hered^{em} q^{ui} Dñi Wills Blount difcendebant Cumq^{ue} poft^{ea} q^{ui} Indenturam ger^{er}et Dat^{is} vicefimo Die
Junij Anno tricefimo quinto Regni p^{re}chariffimi p^{re} nro p^{re}late Regine Henrici Octavi nup^{er}
Regis Angl^{ie} fact^{is} & int^{er}folat^{is} int^{er} eundem p^{re} nro p^{re}late Regine ex una parte & p^{re}dict^{is} Caro-
lum Blount nup^{er} Dñm Mountjoye & Dñam Dorotheam nup^{er} Ux^{orem} p^{re}dict^{is} Wills Blount Militis
nup^{er} Dñs Mountjoye ex alia p^{ar}te h^{ab}erent^{is} Carolus Blount nup^{er} Dñs Mountjoye & Dñs Dorothea
Bargainaverunt & Vendiderunt p^{re}dicto p^{re} nro p^{re}late Regine int^{er} alia OMIA illa Man^{er}ia fua
de Apehorpe Woodnewton & Yarwell ac parcum de Apehorpe in Con^{te} North AC OMIA &
fingula Mefuagia Molendina Domos Edificia T^{er}ras Ten^{ent} pr^{ati} p^{re}dictas p^{re}dictas Bofcos Subbofcos
Reddit^{us} Revifiones S^{er} Coftas lampna Vias Aquas Pifcarias Cuf^{us} Let^{us} Cuf^{us} proficua Lib^{er}ates
& Hereditament^{is} fua quocumq^{ue} cum quib^{us} feifit^{is} jac^{er}ent^{is} & exiftent^{is} in Villis Campis parochijs feu
Hamell^{is} de Apehorpe Woodnewton & Yarwell in dco Con^{te} North feu in eo^{rum} aliquo ac alibi
ubicumq^{ue} infra eundem Con^{te} p^{re}dict^{is} Man^{er}ia fua eo^{rum} alio^{rum} fpectu^m live aliquo modo p^{re}nt^{is} Acre-
ciam OMIA & fingula alia Man^{er}ia Mefuagia Molendina Domos Edificia pr^{ati} p^{re}dictas p^{re}dictas
Bofcos Subbofcos Reddit^{us} Revifiones Svicia Coftas lampna Vias Aquas pifcarias ac omia alia
Hereditament^{is} q^{ui}ficua Lib^{er}ates & Comoditates fua quocumq^{ue} feifit^{is} jac^{er}ent^{is} & exiftent^{is} in Villis
Campis parochijs feu Hamell^{is} de Apehorpe Woodnewton & Yarwell in dco Con^{te} North live
in eo^{rum} aliquo q^{ui}ut q^{ui} eandem Indenturam int^{er} alia plenius liquet & apparet Cumq^{ue} etiam q^{ui}
querendam Finem cum q^{ui}clama^{ti}oe inde fact^{is} s^{un}t in Formam Statuti in hujusmodi Ca^u nup^{er} edit^{is} &
q^{ui}vis levat^{is} in Cur^{ia} p^{re}dict^{is} p^{re} nro p^{re}late Regine T^{er}reno S^{an}c^ti Hillary Anno Regni fui tricefimo
quinto coram tunc Juftic^{is} fuis de Banco apud Weftm^{on} & poft^{ea} in Octabis S^{an}c^ti Hillary Anno
Regni ejusdem p^{re} nro p^{re}late Regine Henrici Octavi fuprad^{ict} ibidem conce^{ss} & recordat coram
eifdem Juftic^{is} & alijs d^{ic}t^{is} p^{re} nro p^{re}late Regine Fidelit^{er} tunc ibidem p^{re}nt^{is} int^{er} ip^{so} p^{re}nt^{is}
n^{on} q^{ui}er & p^{re}lat^{is} Carolum nup^{er} Dñm Mountjoye Defor^{at} de p^{re}dict^{is} Man^{er} de Apehorpe Wood-
newton Yarwell & Wadenho^o ac de fexaginta Mefuag^{ij} fex Molendina viginti Cotag^{ij} fexaginta
Gaudina tri^{decim} millib^{us} Acris T^{er}re ducentis Acris pr^{ati} duab^{us} Millib^{us} Acris p^{re}dict^{is} trefcentia
Acris Bofci Mille Acris Jampool & Bruere & quadraginta Lib^{er}as Reddit^{us} cum quib^{us} in Ape-
thorpe Woodnewton Yarwell Wadenho^o Janfour Naffington Conerthoke Glapthorne Clyff
Warmingoo & Owndell p^{re}dict^{is} Carolus recog^{no} p^{re}dict^{is} Man^{er}ia Ten^{ent} & Reddit^{us} cum quib^{us} e^{ss}e Jus
p^{re}dict^{is} p^{re} nro p^{re}late Regine ut illa que h^{ab}uit de Dono p^{re}dict^{is} Caroli & ill^{is} rem^{is} & quiet^{is} clama^{ti}
de & de Hered^{is} fuis p^{re}dict^{is} p^{re} nro p^{re}late Regine & Hered^{is} fuis nup^{er} ET PAT^{RE}REA idem
Carolus q^{ui} eundem Finem conce^{ss} q^{ui} fe & Hered^{is} fuis q^{ui} ip^{so} Warrant^{is} p^{re}dict^{is} p^{re} nro p^{re}late
Regine & Hered^{is} fuis p^{re}dict^{is} Man^{er} T^{er} & Reddit^{us} cum quib^{us} contra obijt Homies in q^{ui}pp^{um} q^{ui}ut
q^{ui} eundem Finem in Cuf^{us} n^{on} coram Juftic^{is} n^{on} de Banco apud Weftm^{on} resident^{is} int^{er} alia plenius
liquet Qu^{ia} quidem Indent^{is} & Finis p^{re}dict^{is} p^{re}nt^{is} p^{re} nro p^{re}late Regine in Man^{er}
p^{re}dict^{is} & T^{er} p^{re}nt^{is} fuit Senfus Jure Corone fue ET lic^{et} inde feifitus exiftent^{is} obijt feifitus robe
cujus p^{re}dict^{is} Man^{er} ac certa p^{re}nt^{is} illa Man^{er} p^{re}chariffimi Fr^{at}is n^{on} p^{re}late Regine Edwardi Sexti
nup^{er} Regis Angl^{ie} deveniebat Et cum idem Fr^{at} n^{on} p^{re}late Regine de p^{re}nt^{is} feifitus exiftent^{is} in
Jun^{io} Carne f^ue q^{ui} L^{it}as fuas p^{re}nt^{is} fub Magno Sigillo fuo Angl^{ie} confec^{er} ger^{er}et Dat^{is} decimo Octavo
Die Septemb^{ris} Anno Regni fui quinto int^{er} alia dederit & conce^{ss}erit Joh^{ann}i nup^{er} Cum^{is} Bedford^{ie} &
x

& Francisco modo Comit' Ba^{ti} & Neñ Francisco Russell Dⁿⁱ Russell Offici^o Orbⁱ Ballive de Sulefermes & Shortwood p^{re}dict^o & Nomen Offici^o C^ulⁱ Ambulacion^{is} de Sulefermes & Shortwood infra d^{ic}am Forestam n^{ra}m de Rockingham in d^{ic}o Com^{it} n^{ro} Northth H^{er}et^{is} occupant^{is} & gaudent Offici^o p^{re}dict^o p^{re}sent^{is} h^{ab}ent Comit' B^{at} & scilicet h^{ab}ent live ist Suffici^{en}ti Dep^{re}at^{is} sive Dep^{re}at^{is} suos durat^{is} Vita e^{or}u^m & alius e^{or}u^m d^{ic}us Viv^{en}t^{is} cum Vad^{is} & Fe^{od} e^{or}u^m idem Offici^o ab alijs deb^{it} & consu^{et} Hen^{ri} & annuam p^{re}sent^{is} Mod^o & Forma ant^{er} hac Temp^{or}is ubi^{us} ad T^{er}minos ibidem usuales & equales p^{re}sent^{is} n^{ra}m omⁿia alijs p^{re}sent^{is} Commoditatib^{us} & Adv^{an}t^{ag}ijs eidem Offici^o aliquo Mod^o sp^{eci}al^{is} sive p^{re}sent^{is} in tam ampl^{is} Mod^o & Forma p^{re}sent^{is} p^{re}dict^o Will^{is} n^{ra}m Dⁿⁱ Mountjoye sive Ed^uard^{us} Leveley aut Ric^{ard}us Em^{ph}son Miles aut p^{re}dict^o n^{ra}m Comes B^{at} aut aliquis alius sive aliqui alijs Offici^o p^{re}dict^o h^{ab}ent sive h^{ab}ent^{is} p^{re}sent^{is} Ex^{er}cicio ejusdem h^{ab}ent sive p^{re}cept^{is} h^{ab}ent^{is} sive p^{re}cept^{is} h^{ab}ent^{is} & ut p^{re}sent^{is} ead^{em} L^{it}as sive int^{er} alia plen^{is} h^{ab}ent & appar^{et} t^{em}pus etiam p^{re}dict^o F^{er} n^{ra}m p^{re}sent^{is} Regine Edward^{us} Sext^{us} & alius L^{it}as sive p^{re}sent^{is} sub Magn^{is} Sigillo suo Ang^{li} conf^{er}at p^{re}sent^{is} Dat^{is} apud West^{er}ham v^{er}id^{is}imo quarto Die April^{is} d^{ic}to Anno Regni sui quinto istet alia d^{ic}erit & concessit D^{ic}to & Fide^{li} n^{ro} Wal^{ter}o Mildmay Mil^{it}i & p^{re}sent^{is} Nomen Wal^{ter}i Mildmay Mil^{it}i an^{is}us Grat^{is}ali^{us} Sup^{er}ior^{is} Curie sue Augustacion^{is} & Re^{ver}encione Corone sue ac Hen^{ri} & Assign^{is} suis imp^{er}pet^{is} istet alia Omⁿia p^{re}dict^o Dⁿⁱ & Mar^{ia} sua de Ap^{er}thorpe Woodnewton & Yarwell cum omⁿib^{us} & singulis l^{it}as Juris & p^{re}sent^{is} univ^{er}s^{is} in d^{ic}o Com^{it} n^{ro} Northth ac totum illu^m p^{re}sent^{is} suu^m de Ap^{er}thorpe ac omⁿia alia Jura p^{re}sent^{is} p^{re}sent^{is} Emolumenta & Hereditamenta sua quecu^mq^{ue} cum p^{re}sent^{is} in Ap^{er}thorpe Woodnewton & Yarwell in p^{re}sent^{is} d^{ic}o Com^{it} suo Northth que quondam fuerunt Hereditamenta n^{ra}m Dⁿⁱ Mountjoye p^{re}sent^{is} p^{re}sent^{is} ead^{em} L^{it}as p^{re}sent^{is} int^{er} alia plen^{is} h^{ab}ent & App^{re}et Qu^{od}quidem L^{it}as p^{re}sent^{is} p^{re}sent^{is} Wal^{ter}us Mildmay in p^{re}sent^{is} d^{ic}o Man^{er}ia Parcum ac cet^{er}a q^uodcu^mq^{ue} com^{it} p^{re}sent^{is} n^{ra}m inde fuit & adhuc s^{er}visit exist^{is} in d^{ic}o l^{it}as ut de Fe^{od} p^{re}sent^{is} q^uod nos p^{re}sent^{is} Rex & Reg^{ina} in Consideracione boni r^{ati} & sal^{ut}is s^{er}vicij nob^{is} & p^{re}sent^{is} d^{ic}o d^{ic}ic^{is} & fide^{li}tem n^{ra}m Wal^{ter}um Mildmay Mil^{it}em Ant^{er} hac fuit & imp^{er}pet^{is} VOLENTES q^uod idem Wal^{ter}us Mildmay Hen^{ri} & Assign^{is} sui h^{ab}ent t^{em}pus ac gaudent ac h^{ab}ere t^{em}pus de gaudent^{is} valeant & possint tot talia tanta L^{it}as b^{at}es Offici^o Ant^{er} hac & Commoditates infra p^{re}dict^o Forestam de Rockingham que quondam fuerunt & que aliqui vel aliqui Scit^{is} exist^{is} vel Scit^{is} exist^{is} de & in d^{ic}o Man^{er}ia de Ap^{er}thorpe Woodnewton & Yarwell ac cet^{er}a p^{re}sent^{is} in Ap^{er}thorpe Woodnewton & Yarwell p^{re}dict^o aut in aliqua inde p^{ar}cell^{is} ant^{er} hac fuerunt & p^{re}sent^{is} fuerunt t^{em}pus ead^{em} Man^{er}ia de cet^{er}o p^{re}sent^{is} aut aliquis inde p^{ar}cell^{is} de Gra^{ti}a n^{ra} Sp^{eci}al^{is} ac ex c^{on}ta Sciencia & m^{er}ito M^{er}ito n^{ra} Consideracione p^{re}dict^o & nob^{is} Hen^{ri} & Success^{or} n^{ra}m p^{re}sent^{is} Regine Dan^{ie} & Concedim^{us} p^{re}sent^{is} Wal^{ter}o Mildmay Mil^{it}i Hen^{ri} & Assign^{is} suis Q^uod idem Wal^{ter}us Hen^{ri} & Assign^{is} sui h^{ab}ent Lib^{er}at^{em} & Pot^{est}atem n^{ra}m de facien^{dis} & Q^uod Notare & facere valeant & possint de Tempore in Temp^{or}is imp^{er}pet^{is} un^{us} Woodward in omⁿib^{us} p^{re}dict^o Boscis suis p^{re}sent^{is} voc^{is} Le Hale Tomlynwood & Calley infra p^{re}dict^o Balliv^{us} de Clyve in p^{re}dict^o Foresta de Rockingham Concessim^{us} etiam ac p^{re}sent^{is} p^{re}sent^{is} & nob^{is} Hen^{ri} & Success^{or} n^{ra}m p^{re}sent^{is} Regine Concedim^{us} p^{re}sent^{is} Wal^{ter}o Mildmay Mil^{it}i Hen^{ri} & Assign^{is} suis Q^uod idem Wal^{ter}us Hen^{ri} & Assign^{is} sui h^{ab}ent & h^{ab}ent Lib^{er}at^{em} capien^{dis} & p^{re}sent^{is} & Q^uod capere & p^{re}sent^{is} valeant & possint de Tempore in Temp^{or}is imp^{er}pet^{is} ad e^{or}u^m Lib^{er}at^{em} quando volu^{er}int sicut & virid^{is} Boscum istra p^{re}dict^o Boscos suos p^{re}sent^{is} vulgan^{is} vocat Le Hale & Tomlynwood ac in omⁿib^{us} alijs Boscis suis infra Man^{er}ia & Dⁿⁱ de le Hale & Ap^{er}thorpe Woodnewton & Yarwell p^{re}dict^o in d^{ic}o Com^{it} n^{ro} Northth ac infra Balliv^{us} p^{re}dict^o infra d^{ic}am Forestam de Rockingham & Q^uod p^{re}sent^{is} Wal^{ter}us Mildmay Hen^{ri} & Assign^{is} sui h^{ab}ent & h^{ab}ent ac h^{ab}ere valeant & possint de Tempore in Temp^{or}is imp^{er}pet^{is} un^{us} lib^{er}at^{em} Haum infra p^{re}dict^o Boscos suos vocat Le Hale Tomlynwood & Calley & omⁿes Lib^{er}at^{es} Franch^{is} p^{re}sent^{is} p^{re}sent^{is} & Concedim^{us} quecu^mq^{ue} ad p^{re}dict^o lib^{er}at^{em} Haum quocun^{que} modo sp^{eci}al^{is} vel p^{re}sent^{is} in tam ampl^{is} Mod^o & Forma p^{re}sent^{is} d^{ic}o Will^{is} Blount n^{ra}m Dⁿⁱ Mountjoye aut d^{ic}o Carol^{us} Blount n^{ra}m Dⁿⁱ Mountjoye aut e^{or}u^m alit^{er} aut aliquis alius sive aliqui alijs quocun^{que} Seat & Intelle^{ct} de & in p^{re}sent^{is} p^{re}sent^{is} Wal^{ter}us Mildmay h^{ab}ent fuerunt & g^{av}is fuerunt seu de Jure here & gaudent debuerunt DAM^{us} ECIA^m & p^{re}sent^{is} Consideracione p^{re}dict^o & p^{re}sent^{is} nob^{is} Hen^{ri} & Success^{or} n^{ra}m p^{re}sent^{is} Regine Concedim^{us} p^{re}sent^{is} Wal^{ter}o Mildmay Mil^{it}i Hen^{ri} & Assign^{is} suis p^{re}dict^o Offici^o Forest^{is} sive Cust^{od}i Ballive de Sulefermes & Shortwood p^{re}dict^o at d^{ic}o Offici^o Cust^{od}i Ambulac^{is} de Sulefermes & Shortwood ac O^{mn}es & Singulas p^{re}dict^o Lib^{er}at^{es} d^{ic}o plene lib^{er}e & integ^{re} ac in tam ampl^{is} Mod^o & consue^{tu} Mod^o & Forma p^{re}sent^{is} d^{ic}o Will^{is} n^{ra}m Dⁿⁱ Mountjoye aut d^{ic}o Carol^{us} Blount n^{ra}m Dⁿⁱ Mountjoye aut e^{or}u^m alit^{er} aut aliquis alius sive aliqui alijs p^{re}dict^o Man^{er}ia de Ap^{er}thorpe Woodnewton & Yarwell ac cet^{er}a p^{re}sent^{is} in Ap^{er}thorpe Woodnewton & Yarwell p^{re}dict^o aut aliquam inde p^{ar}cell^{is} ant^{er} hac h^{ab}ent possident aut s^{er}vit inde exist^{is} t^{em}pus ead^{em} Man^{er}ia de cet^{er}o h^{ab}ent t^{em}pus tenuerunt vel g^{av}is fuerunt h^{ab}ent tenent vel g^{av}is fuit seu here tenere vel gaudent debuerunt

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deberunt aut debuit infra p^{re}dict^{is} Forestam de Rockingham Rone vel p^{re}textu alicujus Carte Doni Concessionis vel Confirmacois q^{uo}d aliquem p^{re}sentem n^{ost}rum antehac hic fact^{is} vel concessi seu confirmat aut Rone vel p^{re}textu alicujus legitime p^{re}scriptois Usus seu Consuetudinis antehac hic seu ubique Volum^{us} etiam ac q^{uo}d p^{re}sentem Concedim^{us} p^{re}sentem Walte Mildmay Militi Q^{uo}d hec & hec has Lras n^{ost}ras Patet sub magno Sigillo n^{ost}ro Angl^{ie} debis Modo fact^{is} & Sigillis abiq^{ue} Fine seu Feod^{is} Magno vel parvo nob^{is} in Hanap^{is} n^{ost}ro seu alibi ad Usum n^{ost}rum q^{uo}d inde quonq^{ue} Modo Reddend^{is} solvere vel faciend^{is} Eo Q^{uo}d exp^{re}sse Mentio &c. IN CUJUS Rei &c. T. R. & R apud Westm^{onasterium} xxix Die Januarij.

q^{uo}d Bre de Priv^{ilegio} Sigillo.

This is a true Copy from the Original Record remaining in the Chapel of the Rolls, having been examined.

JOHN KIPLING.

N^o 17.

To the KING.

THE Earl of Westmorland, Your Majesty's most humble Petitioner, hath several Woods lying within a Part of the Forest of Rockingham, in the Bailiwick of Cliffe, in the County of Northampton, which Woods do appertain unto him by Inheritance from his Ancestors, in Fee, under several Grants from the Crown, by which Grants the Soil and Woods are granted, with a Reservation only of the Bite or Herbage within the said Woods belonging to the said Forest. The said Earl hath, by Grants that are exempted of this Privilege of Herbage also, and declared free. By subsequent Grants, the Waste Ground around most of the said Woods within this Bailiwick hath been severed from the Forest, and converted to Tillage, so that what is now remaining Forest (so called) are a few cramped up Woods or Coppices, from whence the Deer do trespass upon the Corn Fields; that 'tis with great Difficulty the few Deer that are, be preserved, from out of which Deer there is Annually sent Five Brace of Bucks to the King's Larder, and being Seventy Miles from London, and farther if the Court be elsewhere, that it's rare to carry the Venison sweet; and though frequent Applications have been made for an Allowance of Money to pay Keepers Wages, to provide Hay, for repairing of Lodges and Fences, &c. yet we have not been able to obtain any, which of Right belong to us, as well as to all other Your Majesty's Forests, and for Want of which is and has been a great Burthen upon your Petitioner and his Family, being forced to pay for these Things to preserve the Forest, which would otherwise be destroyed; wherefore the said Earl most humbly prays Your Majesty, that considering the small Advantage to the Crown, and that his Woods, which are now almost quite destroyed, would recover, and be some Amends for the constant great Charge his Family and he hath been at, and also some Encouragement for his steady Adherence to Your Majesty's Interest, that You would be pleased to order him a Grant of the said Deer, and that the said Woods or Grounds be declared free, as all other Free Hays are which have been formerly Forest, and to be discharged from the Privilege reserved; or if that should be thought too much, the said Earl prays that Your Majesty would be pleased to grant an Order to the Treasury for the Annual Payment of the several Expences for the keeping up and continuing this Part of the Forest, and to reimburse the said Earl the Monies which hath been laid out for this Service.

And your Petitioner shall ever pray, &c.

Whitehall, Treasury Chamber, April 17, 18.

THE Right Honorable the Lords Commissioners of His Majesty's Treasury are pleased to refer this Petition to Hugh Cholmley, Esquire, Surveyor General of His Majesty's Lands, and Edward Young, Esquire, Surveyor General of His Majesty's Woods, &c.; who are to consider the same, and report to their Lordships their Opinion what is fit to be done therein.

W. LOWNDES.

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To

To the Right Honorable the Lords Commissioners of His Majesty's Treasury.

May it please your Lordships,

WE have considered the annexed Petition of the Earl of Westmorland, who by virtue of several Grants from the Crown is intitled to several Parcels of Wood Ground, and other Lands, lying within and Parcel of the Forest of Rockingham, in the County of Northampton, which he now desires to be declared free, as other Free Hays are; and also to have the Deer granted him that are upon the Premises, and to be discharged from the Privilege reserved to the Crown. We find her late Majesty Queen Elizabeth, by Letters Patents bearing Date the 3d of August, in the 13th Year of her Reign, granted to Walter Mildmay all those Woods, Underwoods or Woodlands, or Coppices of Wood, called Trampoule Sayle, Bayard Sale, Morton Sale, Nathington Spire, Whitpit Sale, alias The Queen's Sale, Old Sale, Fresh Lease, also One Parcel of Wood Ground adjoining to Fresh Lease, containing Two Acres; also Lord Montjoy's Sale, Lady Sale Coppice, Shortwood Coppice, Pottun Yare, Quarter Coppice, and Four Acres thereto adjoining, and Sulehay Coppice, Jack Clofe Coppice; which Premises lie within the Forest of Rockingham, in the County of Northampton, and within the Precincts or Walk called Sulehay Farm, or Shortwood, within the Bailwick of Cliffe or Cleeve, within the said Forest; and all the Ground or Soil of the aforesaid Woodlands, &c. (except Wood reputed fit for Timber, and all Oaks being Three Foot high, and Ten Inch of Aflize Square) and also all the Lops and Tops of the Oak above excepted, which, by the Custom of the said Forest, were wont to be lopped: To hold the said Premises to the said Walter Mildmay, his Heirs and Assigns, for ever; paying yearly to her Majesty £. 30. s. 10. and discharging her said Majesty, her Heirs and Successors, from £. 3. 6. 8 per Annum, to the Keeper or Forester to the said Hay or Walk; and allowing and finding sufficient Browse for the Deer, and other Beasts; and there is granted to the said Walter Mildmay Power to inclose the aforesaid Premises.

We find also, That his late Majesty King Charles the First, by Letters Patents bearing Date the 1 May, in the Fourth Year of his Reign, in Consideration of £. 1500 paid by Francis, then Earl of Westmorland, and at his Request, granted to Nicholas Pay, Esquire, and Clement Bellamy, Gent. all those Woods, Underwood, Woodland, and Coppices of Wood, called Great Tottenhoe Coppice, containing 50 Acres; Little Tottenhoe, 31 Acres; Old Sale Coppice, 64 Acres; Senter's Coppice, 38 Acres; Fearby Coppice, 34 Acres; Foxholes Coppice, 41 Acres; Blackmore Thick Coppice, 66 Acres; Little Craley Coppice, 22 Acres; Great Craley Coppice, 38 Acres; Great Cringlefick Coppice, 34 Acres; Rulldale Coppice, 31 Acres; Hollowood Coppice, 31 Acres; Little Cringlefick Coppice, 21 Acres; Dele Starie Coppice, 24 Acres; Shirthill Coppice, 38 Acres; Little Colefether, alias Great Colefether Coppice, 47 Acres; Southwick Coppice, 34 Acres; Hollbrook Coppice, 49 Acres; Hillis Coppice, 48 Acres; Fairhoent's Coppice, 20 Acres; Williams Corner Coppice, 22 Acres; Little Horsehoes Coppice, 51 Acres; Great Horsehoes Coppice, 63 Acres; Barnard Coppice, 60 Acres; and Cookpitt Coppice, 59 Acres: All which Premises lie within Rockingham Forest, in the County of Northampton. Also Lodge Coppice, 58 Acres; Flower Sale Coppice, 22 Acres; Brandale Coppice, 30 Acres; Great Roughbill Coppice, 28 Acres; Costelmere Sale Coppice, 23 Acres; Little Roughbill and Nun Sale Coppice, 18 Acres; Spear Sale Coppice, 18; Kingsale Coppice, 46 Acres; Pynell Sale Coppice, 24 Acres; Buckstone Coppice, 38 Acres; Great Watkinson, alias Watkinson Sale Coppice, 43 Acres; Little Watkinson, alias Watkinson Sale Coppice, 20 Acres; Stocking Sale Coppice, 15 Acres; Hasselwood Sale Coppice, 61 Acres; and Myre Sale Coppice, 54 Acres; with the Appurtenances situate in the Forest of Rockingham aforesaid: And also, all Woods, Underwoods, Wood Ground, and Coppice Wood, growing on the Premises, and all Trees whatsoever within the Hays or Walks, called Morehay and Withhay, in the aforesaid Forest; and also the Ground and Soil of the aforesaid Woods, Underwoods, and Wood Lands, afore granted (except all great Oaks in Height Three Foot from the Ground, and in Breadth Ten Inches of Aflize Square, and except all Boughs and Lops and Tops of all Oaks and Trees in the Premises, being Timber, which, by the Custom of the Forest, ought not to be lops and tops; and all Mines, and also, except the Herbage of the said Woodland, for the King's Deer, and other Beasts, to feed on, as before was wont) and also all Boughs, Lops and Tops of Oaks and Trees, which, by the Custom of the said Forest, are wont to be lopped, are granted to the said Pay and Bellamy: To hold the same to them, their Heirs and Assigns, for ever, paying Yearly £. 100 per Annum.

The said Pay and Bellamy are also empowered to inclose all and singular the Premises, and to cut and carry away all Woods, &c. (except as before is excepted) at Pleasure. There is a Covenant on the Lessees Part, that they shall so keep the Woods, that there shall be sufficient Convenience for the Preservation of the Deer, and other Beasts remaining on the Premises, and also leave sufficient Staddell. There is also granted to the said Pay and Bellamy the Office of Keeper of the Laund of Morehay, in the said Forest of Rockingham, together with Keeper of the Deer and other Beasts within the said Laund, to hold to them and their Heirs for ever.

We find also, That his late Majesty King Charles the First, by Letters Patents bearing Date the 23d Day of July, in the Fourth Year of his Reign, at the Nomination of the Earls of Westmorland and Peterborough, in Consideration of £. 2,000 granted to the aforesaid Pay and Bellamy, and Francis Pickering and Edward Stanron, their Heirs and Assigns, for ever, amongst other Things, all the great Trees, Oaks, Alders, and Elms, being Timber, or reputed so; and all Sapplings of Oak, Alder, and Elm, and all Manner of Woods and Trees, which were excepted and reserved

served to his said late Majesty, his Heirs and Successors, by the Letters Patents bearing Date the 30th of May, in the 4th Year of his Reign, which are before recited, and all Timber then growing, or that should happen to grow, or be, within the Laund, Riding, Limist, and Boundary of y^e Hayes or Walkes called Morehay or Westhay, in Rockingham Forest, in the County of Northampton.

The late Earl of Peterborough, Pay, Bellamy, Pickering and Scanton, by Indenture dated the 31st Octo^r, in the 4th Year of King Charles the First, assigned to the then Earl of Westmorland, his Heirs and Assigns for ever, all the Timber in the last recited Letters Patents, and before expressly mentioned to be granted to them.

We take Leave to observe to your Lordships, that by the Letters Patents of the 13th of Queen Elizabeth, afore recited, all the Timber growing on the Premises lying within the Precincts of the Hay or Walk, called Sulehay or Shortwood (thereby granted) is reserved to the Crown; and the Browfe for the Deer does now belong to his Majesty; but the Wood, after the Deer have browfed, belong to the Earl.

And also, by the Letters Patents bearing Date the 30th of May, and the 23 July, 4th Car. the Timber and Coppice Wood growing and to grow within the Hay or Walk called Morehay or Westhay, therein described, containing 1526 Acres (being granted away) there is reserved to the Crown Herbage of the said Woodlands for the King's Deer and other Beasts to feed on as before was wont.

And if his Majesty shall be graciously pleased to grace to the said Earl of Westmorland, the Petitioner, the Deer within the Precincts of the Hay or Walk called Sulehay or Shortwood, and within the Hayes or Walks called Morehay, and Laund of Morehay, within the Forest of Rockingham, and shall be pleased to grant the Woodlands aforesaid, and other Lands of the said Earl, to be Free Hay (which is desired) for such Term as his Majesty is empowered to do, by an Act passed in the First Year of her late Majesty Queen Anne, we are of Opinion that an Inquisition ought to be taken of the Premises, to know the Value of the said Reservations, in order to reserve to his Majesty, upon such Grant, such Rent as is required by the said Act; and we think it advisable that if the Deer be granted away, as is desired, that the best Advantage ought to be made of his Majesty's Demesne (if any there be ungranted within the said Hayes or Walks) and that his Majesty should be discharged from paying any Keepers or other Officers Wages, or other Allowances, on Account of the Vert or Venison within the Hayes or Walks aforesaid.

30th October 1718.

H. CHOLMLEY, S.G.

A true Copy of the Entry in the Office of the Surveyor
General of the Crown Lands—Examined by

W^m HARRISON,
Acting Surveyor General.

N° 18.

(A.)

May it please your Lordship.

Mr. Attorney's Report } AS to the L^d Willoughby's Interest in Bestwood Parke, I finde,
upon Lord Willough- } upon perusal of the Copy of the Letters Patents, that the late
by's Petition. } King granted to the now L^d Willoughby, by the Name of William
Willoughby, Esq, the Custody of that Parke, with the Fees, &c.; and by the same Patent did further grant to him the Herbage and Pannage of and within the Parke, to hold from the Determinacon of the former Grants then in being during his Life, & the Life of John Carey, Esq, and it being fallen in Possession it is affirmed by the L^d Willoughby (but I have not seen it) that the now King hath granted his LoPP. a Licence to plow the whole Parke during the said Two Lives.

I conceive that by this Grant the Lord Willoughby hath an Interest in the Office of Keepership, with all the casual Fees belonging to it, and hath an Interest in y^e Surplusage of the Herbage, over and above the Sustainance & feeding of the Game, so long as the Parke continues a Parke, but the King may increase the Deere; and if there be no Surplusage, hee that hath the Herbage cannot put in any Beast: And if the King do dispart the Parke (as he may) both

both the Office of Custody, and the Interest in the Herbage, will thereby determine; yet in such Cases it hath been held reasonable to give Compensation for the Custody and Herbage, whereas the Liberty of plowing (if any such there be) is to be also considered.

29 Jan. 1666.

All which is humbly submitted &c.

J. PALMER.

(B.)

EXTRACT from a Report of Sir Charles Harbord, Surveyor General of the Crown Lands, to the Lords of the Treasury, on a Petition of William Lord Willoughby and John Carey, Esq., for a Lease of Beltwood Park, in the County of Nottingham.

THE Custody and Herbage of the said Park was granted by his late Majesty, by Letters Patents, dated 20 Oct., 1638, to these Petitioners for their Lives successively, with a Fee of Four Pence p. Diem; and my Lord Willoughby hath plowed up a great Part thereof, by Warrant from his Majesty, as he pretends, which otherwise would have been a Forfeiture of his Interest.

I do not find that the Lord Willoughby hath ret'd the said Fee of Four Pence p. Diem, nor do I conceive it to be due to him, being a Fee for his Keeperships, which, by destroying of the Deer, is of no Use.

I do not conceive that a Grant of the Custody of a Park, with the Herbage and Pannage thereof, doth amount to a Right to all the Profits in case the Deer be destroyed, but ought to be apportioned, as hath been done, in some such Cases, to a Third Part; and under the late Usurpation, to a Fifth Part only of the Whole, as in the Case of Clarendon Park, &c.

And in some Cases, where the Park hath been disparked and disfranchised, the Interest of the Herbage hath been lost without any Recompence given to the Granter, as in some of the Parkes of the Honor of Amphil, &c. But in some of the Parkes of the Honor of Grafton, the Grantees of y^e Custody, and Herbage & Pannage, have been allowed more than the Moiety of the full Yearly Value, in Recompence of their Interest, during the Term of their respective Grants.

C. HARBORD, 20 Apr. 1672.

Examined with the Entry in the Office of the Surveyor
General of the Crown Lands, by

W^m HARRISON,
Acting Surveyor General.

N^o 19.

ELIZABETH DEI GRATIA ANGLIE FRANCIE ET Hibnie Regina Fidei Defensor
&c OMNIBUS ad quos presentes literę pervenerint salutem SCIATIS qđ nos in confide-
ratione boni veri et ætabilis servicii nobis ante hac per dilectum consiliarium nostrum Wal-
terum Mildmay Militem Cancellarium et Subthesaurarium Scđli nostri multipliciter facti et
impulsu De Gratia nostra speciali ac ex certa scientia et mero motu nobis dedimus et concessimus
ac per presentes pro nobis heredibus, et successoribus nostris darimus et concedimus prefato Wal-
tero Mildmay Militi totum illum boscum et subboscum nostrum terram boscalem nostram five
copieiam bosci et Subbosci nostram ac hereditamentum nostrum cum pertin vocat Tranpoule
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et subbosci nostram ac hereditamentum nostrum cum pertin vocat Bayard fale ac totum illum
boscum et subboscum nostrum et terram boscalem nostram five Copieiam bosci et subbosci
nostram et hereditamentum nostrum cum pertin vocat Morton fale nec non totum illum boscum
et subboscum nostrum terram boscalem nostram five Copieiam bosci et subbosci nostram ac he-
reditamentum nostrum cum pertin vocat Naslington fpyres ac etiam totum illum boscum et
subboscum nostrum ac terram boscalem nostram five copieiam bosci et subbosci nostrum ac
hereditamentum nostrum cum pertin vocat Whispiet fale alias the Queens fale ac totum illum
boscum et subboscum nostrum et terram boscalem nostram five copieiam bosci et subbosci nostrum
ac hereditamentum nostrum cum pertin vocat the old fale neoon totum illum boscum et subboscum
nostrum et terram boscalem nostram five copieiam bosci et subbosci nostrum ac hereditamentum
nostrum

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rum cum pertin vocat Frefhe leafe ac etiam unam parcelam bosci et subbosci nostram ac terram boscalem nostram ac hereditamentum nostrum cum pertin predicto bosco vocat Frefhe leafe adiacens continen per estimationem duas acras ac totum illum boscum et subboscum nostrum ac terram boscalem nostram sive copiceam bosci et subbosci nostram ac hereditamentum nostrum cum pertin vocat lorde mount Joies file acetiam totum illum boscum et subboscum nostrum ac terram boscalem nostram sive copiceam bosci et subbosci nostram ac hereditamentum nostrum cum pertin vocat ladv sale acetiam totum illum boscum et subboscum nostrum ac terram boscalem nostram sive copiceam bosci et subbosci nostram ac hereditamentum nostrum cum pertin vocat Shortwood coppice ac totum illum boscum et subboscum nostrum ac terram boscalem nostram sive copiceam bosci et subbosci nostram ac hereditamentum nostrum cum pertin vocat potton yate quarter ac unam parcelam bosci et subbosci ac terre boscalis nostram ac hereditamentum nostrum eidem bosco vocat Potton Yate quarter adiacens continen per estimationem quatuor acras necnon totum illum boscum et subboscum nostrum ac terram boscalem nostram sive copiceam bosci et subbosci nostram ac hereditamentum nostrum cum pertin vocat Sulehay Coppice ac totum illum boscum et subboscum nostrum et terram boscalem nostram sive copiceam bosci et subbosci nostram ac hereditamentum nostrum cum pertin vocat Jack clofe Coppice cum omnibus et singulis suis juribus membris et pertin universis Que omnia et singula cum pertin jacent et existunt in comitatu nostro North in fra forestat nostram de Rockingham ac infra limites et prociunt hanc sive le walke vocat seu cognit per nomen sive nomina de Sulehay Farmes et Shortwood ac infra Ballivat de Clyve alias Chiffe in predicta foresta nostra de Rockingham ac etiam omnes alios boscos et subboscos nostros ac terras boscales nostras quascumq; ac arbores nostras quascumq; infra limites aut prociunt predicti hanc sive le walke vocat seu cognit per nomen sive nomina de Sulehay Farmes et Shortwood in dicto comitatu nostro North ac etiam omnes et omnium boscos subboscos et Arbores nostras quascumq; de in et super predicti tei boscat et ceteris premissa per presentes concessi modo ac impofterum crescit et existit ac totam terram fundum et solum omni et singulorum predictorum boscosum subboscorum terrarum boscalium Coppicearum et hereditamentorum per presentes superius concessi necnon reversionem et reversiones quascumq; omni et singulorum premillorum per presentes superius concessi et cujuslibet inde parcelle adeo plene libere et integre ac in tam amplius modo et forma prout nos aut aliqui progenitorum nostrorum predicti boscos subboscos terras boscales copiceas bosci et subbosci hereditamentum terram fundum solum ac omnia et singula cetera premissa per presentes superius concessi et quamvis inde parcelam habemus habuimus vel gavi sumus aut habuerunt vel gavi fuerunt vel habere et gaudere debuimus aut habere vel gaudere debuerunt (exceptis tamen semper et extra presentem concessionem nobis hereditibus et successoribus nostris omnino reservata omnibus hujusmodi querebus de in et super premissa per presentes superius concessi crescent sive impofterum trescent per pro merenti reputantur ac impofterum reputabuntur exsistit ac impofterum fore contingit per altitudinem seu longitudinem trium pedum assise a terra magnitudinalis et latitudinis decem polium assise quadrat anglie dict tenne inches of assise square) ET INSUPER de ampliori gratia nostra ac ex certa scientia et mero motu nostris pro consideratione predicta dedimus et concessimus ac per presentes pro nobis hereditibus et successoribus nostris damus et concedimus prefato Waltero Mildmay militi omnes et omnibus lez loppes et toppes omni et singula predicta querebus superius per presentes nobis hereditibus et successoribus nostris reservata et excepte que ante hac loppas aut toppas fuerunt aut que per consuetudinem foreste predicta loppari aut toppari possunt HABENDUM tenendi et gaudendi predicti boscos terras boscales copiceas bosci et subbosci hereditamentum arbores terram fundum et solum lez loppes et toppes ac cetera omnia et singulara premissa superius per presentes concessi cum eorum pertin universis (excepte preceptis) prefato Waltero Mildmay militi hereditibus et assignatis suis ad proprium opus et usum ipsius Walteri Mildmay hereditum et assignatorum suorum in feodo firmam imperpetuum TENENDUM de nobis hereditibus et successoribus nostris ut de manerio nostro de Edgremeweche in Comitatu nostro Knares per fidelitatem tantum in libero et communi focagio et non in capite Ac reddendi inde nobis hereditibus et successoribus nostris annuatim in forma infra scripta triginta libras ac viginti ac duos denarios legalis monete Anglie ad receptum Sancti nostri hereditum et successorum nostrorum ad festum sancti Michaelis Archangeli tantum singulis annis solvendi firma solucione inde incipiens ad festum sancti Michaelis Archangeli quod erit in anno domini Millesimo quingentesimo septuagesimo scilicet pro omnibus aliis redditibus serviciis exactionibus et demand quibuscumq; pro premissa seu aliquo premillorum nobis hereditibus vel successoribus nostris quoquo modo reddendi solvendi vel facienda predictis ramen Walterus Mildmay heredes et assignati sui tam de et pro sunia trium liberarum sex solidorum et octo denariorum custodi sive forestat diei hanc sive le walke vocat seu cognit per nomen aut nomina de Sulehay Farmes et Shortwoods predicti pro tempore existens pro salario suo annuatim solabit quid de et pro sufficiens firebote eulgem custodi aut forestatario annuatim allocanti et inveniendi de tempore in tempus nos heredes et successores nostros exonerabunt et acquiescant impetred acetiam inveniendi sui inveniendi facient annuatim et de tempore in tempus competenti et sufficiendi le dore brouse pro damis et seris nostris hereditum et successorum nostrorum infra predicti hanc sive le walke existens seu impofterum existere contingit quercidam ligna vocat dore brouse postquam dante eadem de pass et comest fuerint fictum erit eidem Waltero hereditibus et assignatis suis ad eorum proprium opus et usum percipere et auferre absque impedimento et contradictione nostris hereditibus aut successoribus nostris aut aliqui officiariorum aut ministrorum nostrorum quomocumq; aliis aliquo proinde nobis hereditibus vel successoribus nostris reddendi solvendi vel facienda ET INSUPER volumus ac per presentes pro nobis hereditibus et successoribus nostris concedimus prefato Waltero Mildmay militi hereditibus et assignatis suis quod bene licebit eidem Waltero Mildmay hereditibus et assignatis suis ad eorum libitum et beneficium de tempore in tempus decetero imperpetuum cum sepibus ralis aut fossatis afferre et incoppariare omnia et singula boscos et terras

boſcaſ per preſentes ſuperius conceſſi et ear quonit necnon ſimilitur ad eorum libitum et beneplacitum ſuccidere amputare aſportare et abſcariare omnes et naniſmod boſcos ſubboſcos et arbores quacumqz (excepti precepti) ac les loppes et topes predicti que nunc de in et ſuper premiſſes ſuperius per preſentes preſentate creſcunt et que aliquo tempore impoſſerim ibidem creſcere contrigerint ac etiam boſcos et terras boſcales predicti ad libitum et beneplacitum iplius Walteri heredium et assignator ſuor de tempore in tempus includere et incluſi cuſtodire poſt aliquam ſucceſſionem eandem et ea omnia abſqz aliqua licent de vel ab aliquo cuſtod viridar regardantur Gardiani locumtenent aut capital Juſticiaſ ſolentibus ſive aliquibus cuſtodibus viridariis Regardantibus Gardianis locum tenentibus et Capitalibus Juſticiaſ ſolentibus ſive aliquibus ſtoreſſaſ parcoſ Chaceaſ et Warrennaſ noſtrū heredi aut ſucceſſor noſtroſ vel aliquibus aliis Juſticiaſ ſolentibus ſive aliquibus ſtoreſſaſ vel aliquibus aliis Officiaſ et Miniſtris noſtris Heredi vel ſucceſſor noſtroſ quibcuſcumqz petent habend aut ſtoreſſaſ et abſqz aliquo impedimento interrupcioſ aut contradiccoſ alicujus Cuſtodis Viridaſ Regardatoſ Gardiani locumtenen Capital Juſticiaſ ſupradicti aut alicujus ad Officiaſ vel Miniſtr noſtri hereditatem aut ſucceſſor noſtroſ cuſcuſcumqz aliquo lege ſtatuto vel actu Parliamenti aut aliquibus legibus ſtatutis vel actibus Parliamenti aut aliqua alia re cauſa vel materia quacumqz incontrariū inde non obſtaſ et hoc abſqz aliquo bñ de ad quod dampnoſ ſeu aliquibus aliis bñz ſive loquicoſibz aut mandati ſuperiord habend ſernd aut prolequeſſi VOLUMUS etiam ac per preſentes concedimus preſato Walteri Mildmay militi qd habeat et hebit has literas noſtras parentes ſubmagno ſigillo noſtro anglie debiti modo facti et ſigillatas abſqz Fine ſeu ſeodo magno vel parvo nobis in hanaſperio noſtro ſeu alibi ad uſum noſtrum poinde quocunqz modo reddend ſolvend vel faciend EO qd expreſſa mencio &c. IN CUJUS REI teſtimoniū has literas noſtras fieri fecimus parentes TEſTE me ipſa apud Gorchambury tercio die Auguſti Anno regni nri tercio decimo—per ipſam Regiam, &c.

POWLE.

Examined with a Copy taken from the
Original Grant.N^o 20.

(A.)

SIR,

HAVING read to my Lord Treasurer your Report relating to Timber of a considerable Value fit for her Majesty's Service in the Forest of Rockingham, on the Lands in the Possession of the Lady Wellesford, his Lordship desires you to inform yourself further of the Matters of Fact contained in your said Report, and to advise with her Majesty's Attorney General, what Interest her Majesty hath therein; and that you will haſten your Report in this Matter to his Lordship.

I am, Sir,

Your most humble Serv^t,Treasury Chambers,
15th March 1707.W^m LOWNDES.To the Right Hon^{ble} the Lord High Treasurer of England.

May it please your Lordship,

PURSUANT to your Lordship's Directions by Mr. Lowndes's Letter of the 15th March last, I have revised my Report made to your Lordship 18th of February, concerning Timber fit for her Majesty's Service, in the Forest of Rockingham, on Laods in the Possession of the Lady Wellesford, and find the Facts therein laid down to be true, that all Timber formerly belonging to the Crown, within the Hays or Walks called Moorhay, Welkay, and Farming Woods were by the Grant in that Report recited made to Sir Nicholas Pay, Clement Belamy, and others, granted away in Fee.

Having taken ſome Time to answer your Lordship's Commands, I have made particular Enquiry into the Situation and Title of thoſe ſeveral Parcels of Wood Lands, which were mentioned in a Memorial delivered to your Lordship as belonging to her Majesty; whereby I find the ſame are ſituate within the Hays or Walks of Suleſarum, and Shorwood, within the Bayliwick of Cliff, in the ſaid Forest of Rockingham; and I find a Grant paſſed 3^d Auguſt, Anno 15th Elizabeth of all the Woods, and Underwoods belonging to the Crown, within the ſaid Hays or Walks, and of the Soil thereof, to Sir Walter Mildmay, her then Majesty's Chancellor of the

APPENDIX, N^o 20.

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Fachequer, 500 Hairs and Affigns, for ever, under a Fee Farm Rent of £. 70. 11. 10d. per Annum, which is now Parcel of the Queen Dowager's Jointure, and paid to Michaelmas Lill. But out of this Grant is excepted and referred to the Crown all *Oak Trees* which then did or afterwards should exceed the Scantling of Ten Inches square a Yard above Ground: And the Grantee covenants to discharge the Crown of the Sum of £. 3. 6s. 8d. per Annum Salary, payable to the Keeper or Forester of the said Walks, and to find sufficient Brousewood for the Deer from Time to Time, which Brousewood the Grantee is afterwards to take to his own Use, together with all Topps and Loppes of the Trees above mentioned to be excepted, which anciently have, or by the Customs of the Forest may be topped or lopped.

I have advised with Mr. Attorney General upon this whole Matter, and particularly upon the Exception in the Grant, by Reason some Persons had informed me that the same was understood, as if the Grantee had a Right to cut all young Trees under the aforesaid Scantling; and Mr. Attorney agrees with me in Opinion, that the same must be construed for the Benefit of the Crown, and the Growth and Increase of Timber; and I am assured by an Agent of the Earl of Westmorland's, that his Lordship, who has now the Benefit of the said Grant, does not intend or mean otherwise.

I am not able to inform your Lordship, whether the Timber on the Premises belonging to her Majesty be of so much Value as is represented in the Memorial, without taking a View and particular Estimate thereof; but if your Lordship pleases, the Officers of the Navy may be directed to examine what's fit for her Majesty's Shipping, which may be applied accordingly, and that which is decaying may be sold for other proper Uses for her Majesty's present Advantage, which will make Room for other young Trees to grow up, that may be of future Service to the Crown. All which I humbly submit to your Lordship's great Wisdom.

29th July 1703.

S. TRAVERS, Supervisor Genl.

SIR,

MY Lord Treasurer having this Day directed the Comm^{rs} of her Majesty's Navy to appoint some fit Person to attend and assist you in taking a View of the Timber belonging to her Majesty within the Balliwick of Cliff, in the Forest of Rockingham, County of Northampton, and elsewhere in the said Forest, my Lords desiring that when you have viewed the said Timber, you will make your joint Report to his Lordship of the Nature, Quantity, and Value thereof.

Treasury Chamber, 29th Jan'y 1703.

I am, Sir,

Yo^r most humble Servant,W^m LOWNDES,

Enclosed,

To Sam^l Travers, Esq^r, her
Majesty's Surveyor General,
There.

(B.)

To the Right Hon^{ble} the Lord High Treasurer of England.

May it please your Lordship,

IN Obedience to your Lordship's Commands we went into the Forest of Rockingham, in Northamptonshire, and particularly surveyed all the Oak Trees which are now Timber, and also the young Saplings which are flourishing, and likely to be Timber, within the Hay or Walk of Suley, in the Bailiwick of Clifton, the Lands in Possession of the Lady Westmorland, which we conceive do of Right belong to her Majesty; and do humbly present to your Lordship the following Account of the Number of such Trees as we have taken Notice of for Timber, and an Estimate of the Contents of the same; and also the Number of Saplings in the several Woods and Coppices following; viz^t.

		Num ^r of Timber Trees.	Contents.		Number of Saplings.
			Levy.	S.	
In Mountjoy Sale	—	Oak Trees which are esteem'd as Timber (tho' most of them young & thriving, & fit to be left standing many Years & preserved) & are reckon'd to contain — Young Saplings of different Sizes, flourishing, & likely to become Timber, which we have not computed the Quantity of —	472	184	16
			—	—	434
In Great & Little Shortwood	—	Oak Trees esteem'd as Timber, many whereof are thriving, and fit to be left standing — Young Saplings, which are likely to prove Timber —	399	293	45
			—	—	222
In Naffington Spiers	—	Like Oak Trees which we have esteem'd as Timber, and contain — Young thriving Saplings in this Coppice —	131	109	10
			—	—	35
In Netter & Upper Morton Sale	—	Like Oak Trees, being Timber, and containing — & young thriving Saplings there —	651	556	26
			—	—	186
In Great & little Bayards Coppices	—	Like Timber Trees, reckon'd to contain — Young thriving Saplings there —	300	328	9
			—	—	731
In Fair Oak Sale	—	Oak Trees, being Timber, containing — Young thriving Saplings —	263	204	39
			—	—	507
In Whitepit Sale	—	Oake Trees, being Timber, containing — Young thriving Saplings —	398	211	3
			—	—	186
In Trampoline Sale	—	Like Oak Trees, being Timber — Thriving Saplings —	227	149	38
			—	—	1,445
In Great & Little Ladys Sale	—	Like Oak Trees, being Timber — Young Saplings there —	471	370	4
			—	—	293
In Lady Compoftia & Lodge Hill	—	Oak Trees, being Timber, containing — Young Saplings there —	233	103	9
			—	—	132
In Swearing Green	—	Like Timber Trees, containing — Young Saplings —	23	6	9
			—	—	43
In Trampoline Green, & other the Walks & Rideings	—	Oak Trees, being Timber, and containing — Young Saplings —	80	48	30
			—	—	90
In the Four Quarters of Old Suley	—	Oak Trees esteem'd as Timber — Young thriving Saplings —	1,741	963	—
			—	—	2,787
		which makes in all	5,359	3,528	48
			—	—	8,691

APPENDIX, N^o 20.

Of these Timber Trees Two hundred Ninety-one, containing Four hundred Twenty-six Load of Straight Timber, and Four hundred and Eighty-seven, containing Five hundred and Four Load of Compass Timber, together Seven hundred Seventy-eight Trees, making Nine hundred and Forty Load, are esteemed of present Service for her Majesty's Navy, and there are Sixteen hundred Thirty-four Trees which are looked upon to be defective or decaying, and fit to be sold in the Country at the best Rate that can be got, and are reckoned to contain Eighteen hundred Twenty-eight Load, which if ordered to be felled 'tis yet probable some of them may prove better than they appear, and be added to those for the Service of the Navy; the remaining Two thousand Nine hundred and Seventy-seven Trees, which we have esteemed as Timber, contain about Seven hundred and Sixty Load, and are young and flourishing, and ought to be preserved from lopping or other Prejudice, that they may hereafter become useful for her Majesty's Service; the Eight thousand Six hundred Ninety-one Saplings above mentioned are thriving Oaks, and stand at such convenient Distances that we conceive they may all grow up to Timber, and ought very carefully to be preserved for the future Use and Benefit of the Crown.

This is a full Account of such Trees now standing within the said Forest as we have yet obtained Knowledge of to belong to her Majesty; but we have observed, upon taking this Survey, several Studdels or Stools where large Trees have been cut, which by the Intimation we received in the Country were felled by Direction of the present Countess, or the late Earls of Westmorland who, as we are told, have frequently made Falls of Timber upon the Sales of the Underwoods in each Coppice. We have found also that large Boughs have been lopped from divers Trees, which have prejudiced them very much, for the Service of the Navy, which Practice is most necessary to be prevented. We have likewise found some Trees cut lying upon the Ground in Morton Sale above the Scantling of Ten Inches Square, 3 Feet above Ground, under which Size we have been informed my Lord Westmorland claimeth a Right to cut, by virtue of his Grant of the Underwood and Soil of these Coppices from the Crown; but how far such a Claim is consistent with the Intention of that Grant, or whether the felling Great Timber, as above said, which is expressly excepted and referred to the Crown, may amount to Forfeiture of the same, we submit to the Opinion of her Majesty's Council learned in the Laws, as we do the whole Matter to your Lordships great Wisdom.

R. TRAVERS. S. G.
EDWD WILCOX.
C. NEWSON.

March 30th 1704.

A true Copy of the Entry in the Office of the
Surveyor General of the Crown Lands.

Examined by
W^m HARRISON, Acting Surveyor General.

TRACT of Accounts of Navy Timber and Woodfales within the Forest of Rockingham, and of such Woodfales in other Forests as are included in the same Accounts, and of Monies expended in the Execution of Warrants for the felling of the said Timber and Wood, and for other Purposes, from the Year 1700 to 1791; taken from the Accounts of the Surveyors General, remaining in the Office of the Auditor of the Land Revenue.

[illegible]

N^o 21. B.

FOREST OF ROCKINGHAM.

D.

To Monies expended in the Execution of Warrants for the Felling and Sale of
Lumber and Wood, and other incidental Charges relative thereto, from 1700
to 1791.

For the Expences of his Grace, for his first Journey to the said Travers, Thomas, and Edward Wilson, Deputy, her Majesty's Surveyor General, to Rocking- ham Forest, in order to discover and take an Account of the Woods in the said Forest, as appears by the Surveyor General's Account of the Year 1701, the Sum of —	£. s. d.
Expenses incurred in the marking, setting out, and felling the Timber and Wood felled in the said Forest —	6 15 —
Surveyor General's Allowance of 20s. per Day, for his Ser- vice, Attendance, and Riding Charges, in the Execution of Warrants relative to the said Forest —	26 14 11
Surveyor General's Poundage on Monies by him received, at 12d. $\frac{1}{2}$ £. —	953 — —
Allowance to his Deputy, for his Service and Attendance in surveying the Woods, and measuring and delivering the Timber —	94 6 —
Fees paid at the Treasury for Warrants and Entries, and to the Auditor for preparing and ingrossing the Ac- counts, and Allowance to the Surveyor General for passing the same through the several Offices —	95 16 —
	84 9 10
	£. 621 1 9
To Balance —	£. 3,623 7 4
	£. 4,244 9 1

By Monies arising by the Produce of Timber felled for the Use of the Navy, and
by Wood Sales within the said Forest, from 1700 to 1791.

Navy Timber	{ By the Produce of 3301 Trees and 305 Knots of Oak Timber, containing 688 Loads and 25 Feet, felled in the said Forest, and de- livered to the Purveyor of the Navy, valued at — — —	£. s. d.
		2,357 19 6
Wood Sales	{ By Sale of 1,534 decayed and decayed Trees, and of divers Quantities of Wood and Tim- ber felled in this Forest, and of the Bark, Lops, and Tops thereof, within the Period of this Account, as by the preceding Ab- stract (N ^o 21. A.) appears — —	
		1,886 9 7
		£. 4,244 9 1

Woods, Forests, and Land Revenues of The Crown.

A P P E N D I X, N^o 21.

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N° 22.

SIR,

THE Lords Commissioners of His Majesty's Treasury are pleased to direct me to transmit to you the Memorial inclosed of Thomas Earl of Westmoreland, together with the Report of Robert Herbert, Esquire, upon another Memorial of the said Earl, relating to a new Grant of Rockingham Forest, in the County of Northampton: My Lords desire you will take the same into your Consideration, and report to them the Value of the Timber growing on Sulehay Walk, within the said Forest, together with your Opinion, what may be fit to be done thereupon. I am,

Treasury Chambers,
the 22d March 1764.

Sir,
Your most humble Servant,
THOMAS WHATELY.

Surveyor of the Woods.

To the Right Honourable the Lords Commissioners of His Majesty's Treasury.

My Lords,

IN Obedience to your Lordships Commands, signified to me by Letter from Mr. Whately the 22d of March last, I have considered the annexed Memorial of the Right honourable Thomas Earl of Westmoreland, relating to the Valuation of His Majesty's Timber in Sulehay Walk, in Rockingham Forest, in the County of Northampton; and also a former Memorial of the said Earl (likewise referred to me) praying your Lordships (among other Things) to grant him the Office of Master Forester of Cliff Baylwick, within the said Forest, for Three Lives therein named; and further praying to be freed and discharged from a Clause in the present Grant, restraining him from lopping or cutting down any Timber in Sulehay Walk, within the said Baylwick.

I find that a Grant pass'd the Third of August, in the 13th Year of Queen Elizabeth, to Sir Walter Mildmay, his Heirs and Assigns, for ever, of all Woods and Underwoods belonging to the Crown within the Hays or Walks of Sulehay and Sherwood, within the said Bailiwick of Cliff, in the said Forest, and of the Soil thereof, excepting and reserving to the Crown all Oak Trees which then did, or afterwards should, exceed the Scantling of Ten Inches Square, a Yard above the Ground, and I am inform'd the Memorialist is become vested in the Premises, subject to the said Clause, which he prays to be freed and discharged from in the desired new Grant of the same Office.

I have caused the said Timber to be viewed and surveyed by experienced Persons, and find there are no more than 2,750 Timber Trees standing on the Premises (there having been several Falls of Timber made not long since for the Service of the Crown) besides Saplings likely to become Timber; and that very few of these Trees are fit for the Service of His Majesty's Navy, or likely to be so. And I am of Opinion the same may be valued to the Memorialist, exclusive of the usual and necessary Expenses attending the Falls of Timber in His Majesty's Woods, at about One thousand Seven hundred and Ten Pounds, to be now paid for the same.

I have acquainted the Memorialist with the Quantity of Timber, and the Value of it; who (as the Demand for Timber of this Kind is but small, and there being great Quantities of saleable Timber in the Neighbourhood) seems desirous that your Lordships will accept of such Annual Rent Charge as the proper Officer of the Crown shall think equivalent to the said Sum; to which I have no Objection, if your Lordships shall be pleas'd to direct the same.

All which is humbly submitted to your
Lordships Judgment.

April 13th, 1764.

EDMOND THOMAS.

A true Copy of the Original, remaining in
the Office of the Surveyor General of the
Crown Lands.—Examined by

W^m HARRISON,
Asstg Surveyor General.

APPENDIX, N° 23.

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N° 23.

ABSTRACT of a Survey and Valuation of the Oak Trees of the Breadth or Thickness of Ten Inches Square Three Feet above the Ground, growing in the several Woods, Woodlands, or Coppices, within the Hay or Walk called Sulchay Farms and Shortwood, in the Forest of Rockingham, in the County of Northampton; taken pursuant to an Order of the Commissioners of the Land Revenue, dated the 12th of July, 1787, by Thomas Stone, Surveyor.

Name of the Woods and Coppices.	Trees containing more than 20 Feet.		Trees containing 20 Feet and under.	
	N° of Trees.	Valuation.	N° of Trees.	Valuation.
Sulchay Coppice, alias Old Sulchay.		£. s. d.		£. s. d.
Wansford Quarter — —	55	95 16 9	470	405 5 4
Short Riding Quarter — —	4	7 1 9	43	38 2 —
King's Oak Quarter — —	6	10 — 9	119	99 2 11
Cottages Close Quarter — —	109	254 6 1	181	165 12 9
Sulchay Farms and Shortwood, alias Old Sulchay Walk.				
Mountjoy Sale, alias Lord Mountjoy Sale	20	32 13 —	71	63 4 6
Shortwood Coppice { Shortwood — —	1	1 12 3	2	1 12 11
Shortwood Coppice { Shortwood Coppice —	15	59 — 8	37	27 4 6
Shortwood Coppice { Blue Field D* — —	47	110 1 —	75	67 12 7
Morton's Sale — { Nether Morton's Sale	33	68 11 3	73	65 18 4
Morton's Sale — { Further D* — —	120	330 8 6	63	54 13 10
Jack's Green — — —	—	—	1	— 16 6
Byard's Sale — { Further Byard's Coppice — —	6	10 6 9	189	137 18 —
Byard's Sale — { Nether D* — —	30	55 13 9	104	85 6 11
The Freeboard between farther Byard's Coppice and Cliffe Park — —	—	—	13	7 6 1
The Freeboard between Nether Byard's Coppice and Cliffe Park — —	1	1 11 3	4	3 10 7
Old Sale, alias Fair Oak Sale — —	1	1 9 9	53	26 3 9
The Freeboard between D* and Naffington Walden's — — —	—	—	2	2 1 3
Stone Pound Green — — —	—	—	10	5 1 5
White Pit Sale, alias Queen's Sale, alias Whitpit Sale — — —	168	370 19 7	277	236 17 10
Carried forward — —	616	1,609 13 8	1,787	1,493 12 —

Tramptoule

Names of the Woods and Coppices.	Trees containing more than 20 Feet.		Trees containing 20 Feet and under.	
	N ^o of Trees.	Valuation.	N ^o of Trees.	Valuation.
		£. s. d.		£. s. d.
Brought forward	616	1,409 13 8	1,787	1,493 12 —
Trampoline Sale, alias Frampole Sale	46	78 11 9	441	355 8 1
Frampole Holt	3	5 9 6	18	12 19 4
The Freeboard between Frampole Sale and John's Wood Riding	—	—	1	— 11 3
Swearing Green	—	—	13	9 1 3
Lady Sale	—	—	—	—
{ Little Lady Sale	1	1 16 3	24	15 3 1
{ Great Lady Sale	—	—	35	20 3 —
Naffington Spyers	38	102 16 8	2	24 — 5
Sulchay Lawn	11	19 9 9	108	69 12 6
The Cow Pasture	8	12 8 10	63	39 19 1
Freth Lease	—	—	13	8 7 5
	723	1,630 6 5	2,530	2,049 3 5
			723	1,630 6 5
	Total	—	3,253	3,679 9 10

Land Revenue Office,
Scotland Yard,
6th February 1792.

CHAS MIDDLETON,
JN^o CALL,
JOHN FORDYCE.

